

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Agreement") made and entered into this 31st day of August, 2011, by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (herein "UNIVERSITY"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by John V. Lombardi, its duly authorized President, and **Les Miles** (herein "COACH"):

WITNESSETH

THIS AGREEMENT acknowledges the existence of an employment agreement between the above parties dated July 1, 2006, and amendments thereto (along with a clarification memorandum of March 12, 2008). Section references below are to the Employment Agreement dated July 1, 2006:

1. Employment. [No Change]
2. Term. [Revised]

The term (the "Term") of this Agreement shall be for a definite term, commencing on January 1, 2011, and ending on December 31, 2017, unless terminated sooner in accordance with Section 13 or extended by mutual written agreement of the parties. This Term replaces and supersedes any provisions in any prior agreements between the parties relating to term or extension of term, including but not limited to those set forth in Paragraph 3 of the "Memorandum" of March 12, 2008 from LSU System President John V. Lombardi to Head Football Coach Les Miles.

3. Salary. [No Change]
4. Retirement and Fringe Benefits. [No Change]

5. Sports Camps. [Revised by Prior Amendment and Incorporated Herein]

COACH, subject to state law, NCAA, UNIVERSITY and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at the UNIVERSITY. The UNIVERSITY does not guarantee or provide any supplemental compensation from the operation of sports camps/clinics. The rights granted to COACH under this paragraph are personal to COACH and exist only during the term of this Agreement. COACH shall not be permitted to sell assign, lease, donate or otherwise transfer any ownership, assets or interests in such a camp or clinic to any other person or entity, without the prior written approval of the Chancellor of the UNIVERSITY.

6. Post-Season. [Revised]

- A. Beginning with the 2011 college football season, in the event the Team participates in post-season football game(s), UNIVERSITY agrees to pay COACH as additional compensation for the extra services required of COACH in the preparation for and his participation in post-season football games as follows:

<i>Post-Season Goal</i>	<i>Amount</i>
(i) Participation in SEC Championship Game	\$100,000
(ii) Win SEC Championship Game	\$100,000
(iii) Appear in Post-Season Bowl Game	\$100,000
(iv) Appear in BCS-sponsored Post-Season Bowl Game (including, but not limited to, appearance in the BCS National Championship game)	\$200,000
(v) Win BCS National Championship Game	\$100,000

The additional sum or sums, if payable, shall be considered earned as of the date of each game at which a Post-Season Goal is attained and shall be paid within sixty (60) days following the final post-season football game in which the Team and COACH participates. More than one post-season game incentive may be earned by COACH during each intercollegiate football season; provided, however, Post-Season Goals (iii) and (iv) shall be mutually exclusive of each other [i.e., if UNIVERSITY appears in a bowl game that is not BCS-sponsored, \$100,000 shall be payable for attainment of Post-Season Goal (iii), whereas if such appearance is in a BCS-sponsored bowl game (including the BCS National Championship Game) \$200,000 shall

instead be payable for attainment of Post-Season Goal (iv) and no amount shall be payable relative to Post-Season Goal (iii)]. The total amount of additional compensation under this Section 6.A shall not exceed \$500,000 [for items (i) through (v) above] during any one intercollegiate football season.

B. [No Change]

C. [No Change]

D. [Revised]

In any given year after the 2011 football season and each football season thereafter, if the football team wins the National Championship (as recognized by the Bowl Championship Series), the total annual compensation shall be adjusted to be no less than the highest salary of public institutions within the SEC, plus \$1,000.

For purposes of determining the comparative salaries in effect provided for in Section 6.B, 6.C, and 6.D, the *date* that will be used will be the date of the BCS National Championship game if it takes place in January (or if not, then January 1) for each of the referenced paragraphs.

Upon increase in total annual compensation pursuant to this Section 6, appropriate adjustments shall be made to increase compensation levels established pursuant to existing Sections 3, 7 and 9, as necessary and without the need for an amendment to this Agreement or approval by the Board of Supervisors.

7. Radio/Television/Internet Payments. [Revised]

In addition to the salary set forth above, COACH shall be entitled to receive the amount of Two Million Nine Hundred and One Thousand Dollars (\$2,901,000) per year premium benefit contingent on his appearing on or participating in, as requested, and making reasonable efforts to make successful UNIVERSITY sanctioned television, radio and internet programs (the "Programs") concerning the UNIVERSITY and the football program. The amount set forth above shall be payable in twelve (12) equal monthly installments each calendar year. Each installment shall be due on the last business day of the month commencing in January and ending in December.

The reasonable efforts required of COACH under this section shall be the due diligence and personal time customarily exerted by head football coaches in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major football programs.

The UNIVERSITY shall own all rights to the Programs and shall be entitled, at its option, to produce and market the Programs or negotiate with third parties for the production and marketing of the Programs. The UNIVERSITY shall be entitled to retain all revenue generated by the Programs including but not limited to that received from Program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the Programs.

COACH shall not appear without prior written approval of the Chancellor and the Athletic Director on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by the UNIVERSITY, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the Chancellor and the Athletic Director. Such approval shall not be unreasonably withheld.

8. Other Compensation. [Revised]

Beginning with the 2011-2012 academic year, if one of the team academic achievements described below (Academic Performance Rate, Graduation Rate and GPA) is achieved in one academic year (defined as beginning with the summer semester and ending with the spring intersession the following year) during this Agreement, UNIVERSITY shall pay to COACH Two Hundred Thousand Dollars (\$200,000) payable as one-time supplemental compensation to COACH, which compensation is hereby approved without further action by the Board of Supervisors.

- A. Academic Performance Rate "APR" [as defined by the NCAA] for the football team is 960 or higher.
- B. Graduation Rate [as defined by the NCAA] for the football team is 75% or higher.
- C. GPA for the football team is 2.80 or higher.

The compensation under this Section 8, if payable, shall be paid to COACH within sixty (60) days of the end of the academic year.

9. Additional Revenue. [Revised by Prior Amendment and Incorporated Herein]

Subject to the limitations imposed by this section of the Agreement and compliance with applicable laws, NCAA and UNIVERSITY regulations, policies and procedures, including current NCAA Bylaw 11.2, et seq., COACH may earn or receive other revenue while employed by the UNIVERSITY provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the Chancellor and Athletic Director before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually, in writing, in compliance with NCAA Bylaw 11.2, et seq., to the Chancellor through the Director of Athletics on or before August 1st all athletically-related income from sources outside the University.

UNIVERSITY guarantees that COACH will earn or receive Additional Revenue of at least Five Hundred Fifty Thousand and No/100 (\$550,000.00) Dollars during each calendar year of this Agreement. "Additional Revenue" shall include: (a) any monetary benefits earned or received for services to the Tiger Athletic Foundation (TAF), which is currently calculated to be \$500,000.00 during each calendar year of this Agreement; (b) any supplemental monetary benefits paid or funded by the TAF; (c) any monetary benefits earned or received from the UNIVERSITY's football team shoe and equipment provider or other UNIVERSITY vendor, which is currently calculated to be \$50,000.00 for each calendar year of this Agreement; and (d) any income or benefits earned or received by COACH from the UNIVERSITY outside the sums paid under Sections 3, 4, 6, 7 and 8 of this Agreement.

In the event the amount of such Additional Revenue falls below the minimum guaranteed amount, then UNIVERSITY shall pay COACH the difference between the minimum guaranteed amount and the actual Additional Revenue within thirty (30) days of such determination. The UNIVERSITY shall have reasonable access to all applicable records of COACH that are necessary to verify the obligations contained in this Section.

In no event shall any outside income earned by COACH and approved by UNIVERSITY pursuant to PM-11 offset or reduce the amounts payable to COACH under this Section 9.

10. Assignment/Retirement Benefits. [No Change]

11. Supplemental Compensation Based on Length of Service. [No Change]

12. Standards. [No Change]

13. Termination. [Revised]

This Agreement may be terminated by the parties as follows:

A. Termination by UNIVERSITY Without Cause.

- i. UNIVERSITY shall have the right to terminate this Agreement without cause upon written notice to COACH. In such event, UNIVERSITY will pay COACH liquidated damages, in lieu of any and all other legal remedies or equitable relief as detailed below. In the event of termination by UNIVERSITY without cause, COACH's Base Salary and all other compensation and benefits provided for in this Agreement shall terminate on the termination date, and UNIVERSITY shall not thereafter be liable to COACH for any sums or damages other than the liquidated damages provided for herein and any compensation earned pursuant to this Agreement prior to the termination date. The termination date shall be the date on which notice of termination is given, or on such later date as may be set forth by UNIVERSITY in the notice of termination.
- ii. Liquidated damages payable by UNIVERSITY under this Section 13.A will be determined based upon the "Contract Year" in which notice of termination is given. For purpose of this subsection, the first Contract Year will begin on January 1, 2011 and end on December 31, 2011. The second Contract Year will begin on January 1, 2012 and end on December 31, 2012, with each subsequent Contract Year beginning on January 1 and ending on December 31 of that calendar year. The amount of liquidated damages for each Contract Year is set out below:

<i>Amount</i>	<i>Contract Year (Dates)</i>
\$18,750,000	First and Second (Prior to 12/31/2012)
\$15,000,000	Third and Fourth (1/1/2013 to 12/31/2014)
\$11,250,000	Fifth (1/1/2015 to 12/31/2015)
\$7,500,000	Sixth (1/1/2016 to 12/31/2016)
\$3,750,000	Seventh (1/1/2017 to 12/31/2017)

- iii. The obligation of UNIVERSITY to make the payments set forth in Section 13.A.ii shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives, or is entitled to receive from any third party after the date of termination without cause. After termination, COACH has the good faith duty and obligation to seek to obtain similar or related employment and to collect sums due him in connection with such employment. In the event COACH obtains such other employment after being terminated by UNIVERSITY without cause, it shall be the duty and obligation of COACH to notify UNIVERSITY that he has obtained other employment and to provide any and all reasonable documentation requested by UNIVERSITY to determine the amount of compensation received by COACH and the amount of offset to which UNIVERSITY is entitled.
- iv. Unless the parties mutually agree in writing to a different payment schedule, liquidated damages under this Section 13.A. shall be paid in equal monthly installments over a period of time equal to twice the amount of time then remaining in the term of this Agreement, commencing on the last day of the month immediately following the month in which the termination date occurs and continuing on the last day of each succeeding month thereafter during the payment period. The monthly payments by UNIVERSITY shall be subject to an offset and reduction as set out in Section 13.A.iii, and shall be apportioned on a monthly basis. In addition, the total liquidated damages set forth in Section 13.A.ii and to be paid as scheduled under this Section 13.A.iv shall be reduced by the amount of compensation actually paid to COACH under this Agreement in the terminating Contract Year prior to termination, so that the sum of the total liquidated damages to be paid as scheduled under this Section 13.A.iv and the compensation actually paid during the terminating Contract Year prior to termination equals the "Amount" set forth for the applicable Contract Year in Section 13.A.ii. For purposes of the preceding sentence, "compensation actually paid during the terminating Contract Year" shall not include compensation paid during the terminating Contract Year that was due to Coach for a prior Contract Year.

- v. The offsets, extinguishment and reductions pursuant to this Section 13, if applicable, are not intended to be deferred compensation, but rather a means to mitigate damages in accordance with Louisiana law, and UNIVERSITY will reasonably cooperate with COACH to establish this fact, if necessary.
- B. Termination by COACH. [No Change]
- C. Termination of COACH for Cause. [No Change]
- D. Suspension or Other Disciplinary Action. [No Change]
- E. Termination by Death or Disability. [No Change]
- F. Waiver of Claims. [No Change]
- 14. Indemnification of UNIVERSITY. [No Change]
- 15. Entire Contract. [Revised]

The Agreement dated July 1, 2006, along with this Amendment shall constitute the entire agreement concerning the employment of COACH by the UNIVERSITY and shall upon the effective date hereof, supersede any other agreements (whether oral or written) between the parties. The parties agree that neither has made any representations with respect to the subject matter of this Agreement or any representations except as are specifically set forth herein. The execution of this Amendment shall not be deemed to ratify or confirm any prior action taken by the other party before the effective date of this Amendment. Each party acknowledges that each has relied solely on his and its own judgment in entering this agreement with full opportunity to seek advice of competent counsel, and that the Agreement will be interpreted without reference as to whom was the principal draftsman of any provision.

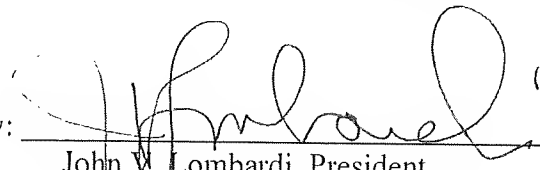
- 16. Severability. [No Change]
- 17. Amendments to Contract. [No Change]
- 18. No Waiver of Default. [No Change]
- 19. Retention of all Materials, Records, Credit Cards and Keys. [No Change]
- 20. Sovereign Immunity Not Waived. [No Change]
- 21. "Force Majeure" Clause. [No Change]

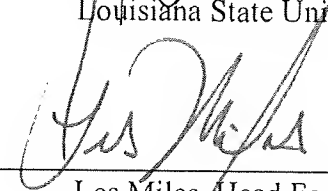
22. Governing Laws. [No Change]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written in Baton Rouge, Louisiana.

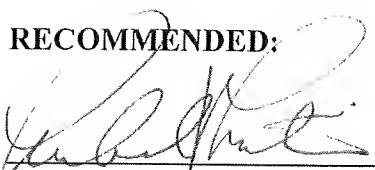
**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**

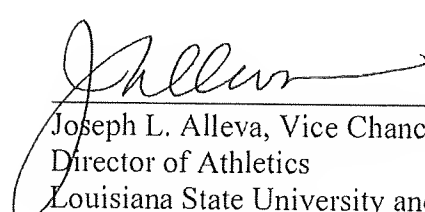
By: _____

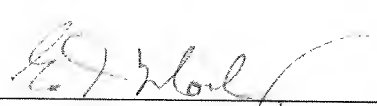

John W. Lombardi, President
Louisiana State University System


Les Miles, Head Football Coach
Louisiana State University and
Agricultural and Mechanical College

RECOMMENDED:


Michael V. Martin, Chancellor
Louisiana State University and
Agricultural and Mechanical College


Joseph L. Alleva, Vice Chancellor and
Director of Athletics
Louisiana State University and
Agricultural and Mechanical College


Eric N. Monday, Vice Chancellor for Finance
and Administrative Services
Louisiana State University and
Agricultural and Mechanical College

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Agreement") made and entered into this _____ of March, 2008, by and between **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE** (herein "UNIVERSITY"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by John V. Lombardi, its duly authorized President, and **Les Miles** (herein "COACH");

WITNESSETH

THIS AGREEMENT acknowledges the existence of an employment agreement between the above parties dated July 1, 2006, and amendments thereto, including the last amendment signed the 7th day of December, 2007, which are incorporated by reference in this Agreement. Section references below are to the Amended Employment Agreement dated December 7, 2007, relating to the prior agreements:

1. Employment. (No change.)
2. Term. (No change)
3. Salary. (No change.)
4. Retirement and Fringe Benefits. (No change.)
5. Sports Camps. (No change.)
6. Post-Season. (No change)
7. Radio/Television/Internet Payments. (No change.)

8. Team Academic Achievements. (No change)
9. Additional Revenue. (No change.)
10. Assignment/Retirement Benefits. (No change.)
11. Supplemental Compensation Based on Length of Service. (No change.)
12. Standards. (No change.)
13. Termination. This Agreement may be terminated by the parties as follows:
(Revised.)

A. Termination by UNIVERSITY Without Cause.

The UNIVERSITY shall have the right to terminate this Agreement without cause at any time by giving COACH thirty (30) days prior written notice. In the event the UNIVERSITY terminates this Agreement without cause, the UNIVERSITY shall only be liable to COACH for the payment of liquidated damages as follows, no other sums or damages of any kind whatsoever; shall be paid by UNIVERSITY to COACH.

The obligation of UNIVERSITY to make the payments set forth herein shall be reduced and extinguished by and to the extent of any compensation COACH earns and actually receives from the date of termination without cause. COACH has the good faith duty and obligation to seek to obtain similar or related employment and to collect sums due him in connection with such employment.

In the event COACH obtains such other employment after being terminated by the UNIVERSITY without cause, it shall be the duty and obligation of COACH to notify the UNIVERSITY that he has obtained other employment and provide any and all documentation requested by the UNIVERSITY to determine the amount of compensation received by COACH and the amount of offset the UNIVERSITY is due.

Notwithstanding anything to the contrary herein, if UNIVERSITY terminates this Agreement without cause prior to its expiration, UNIVERSITY shall pay, and COACH agrees to accept as liquidated damages, an amount equal to all sums due COACH under the terms of Sections 3, 6, 7 and 9 for each month remaining on the term of the Agreement, calculated from the first full month immediately following the effective date of termination without cause. The liquidated damages shall be paid to COACH over a period of time equal to twice the number of full months remaining on the contract term in monthly installments commencing on the last day of the month immediately following the month in which the termination date occurs and continuing on the last day of each succeeding month thereafter during the payment period. The monthly payments by UNIVERSITY shall be subject to an offset and reduction as previously specified in this Section and apportioned, as feasible, on a monthly basis.

The offsets, extinguishment and reductions pursuant to this Section 13, if applicable, are not intended to be deferred compensation, but rather a means to mitigate damages in accordance with Louisiana law, and UNIVERSITY will reasonably cooperate with COACH to establish this fact if necessary.

Upon termination of COACH'S employment without cause during the term or extended term of this Agreement, the amount of liquidated damages due COACH shall not exceed Eighteen Million Seven Hundred Fifty Thousand Dollars (\$18,750,000).

B. Termination by COACH. (No change.)

C. Termination of COACH for Cause: (No change.)

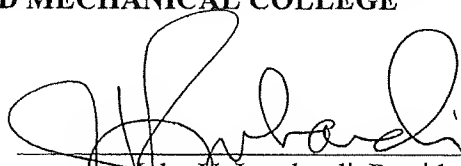
14. Indemnification of UNIVERSITY. (No change.)
15. Entire Contract (Update) The Agreement (contract) of July 1, 2006, along with the Amendment of December 7, 2007, as amended herein (paragraph 13 and this paragraph), and any authorized letter agreements issued pursuant thereto, in addition to the Clarification of Employment Agreement memorandum dated March 12, 2008, constitute the complete agreement concerning the employment of COACH by the UNIVERSITY and shall, upon the effective date hereof, supersede any other oral or written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement (contract) or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this agreement with full opportunity to seek advice of competent counsel.
16. Severability. (No change.)
17. Amendments to Contract. (No change.)
18. No Waiver of Default. (No change.)
19. Retention of all Materials, Records, Credit Cards and Keys. (No change.)
20. Sovereign Immunity Not Waived. (No change.)
21. "Force Majeure" Clause. (No change.)
22. Governing Laws. (No change.)

(Amendment to Employment Agreement, Miles and Board)

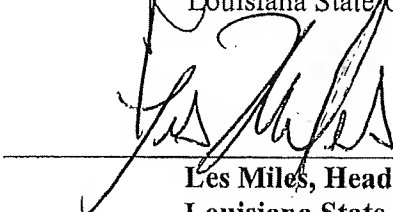
THE PARTIES hereto have executed this Agreement on the day, month and year first above written.

**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**

By: _____



John V. Lombardi, President
Louisiana State University System



Les Miles, Head Football Coach
Louisiana State University and
Agricultural and Mechanical College

RECOMMENDED:

William L. Jenkins, Acting Chancellor
Louisiana State University and
Agricultural and Mechanical College

Jerry J. Baudin, Vice Chancellor for
Finance and Administrative Services
Louisiana State University and
Agricultural and Mechanical College

Stanley J. "Skip" Bertman, Athletic Director
Louisiana State University and
Agricultural and Mechanical College



Louisiana State University System

3810 West Lakeshore Drive
Baton Rouge, Louisiana 70808

Office of the President

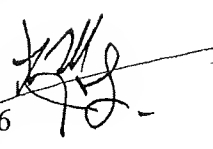
March 12, 2008

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225 / 578-5524 fax

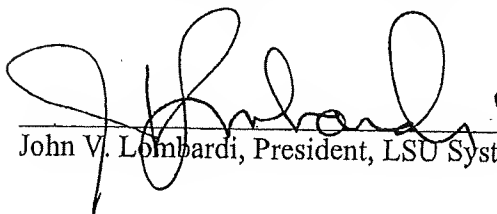
MEMORANDUM

TO: Les Miles, Head Football Coach
FROM: John V. Lombardi, President
RE: Clarification of Employment Agreement
DATE: March 12, 2008

This memorandum clarifies your existing employment agreement.

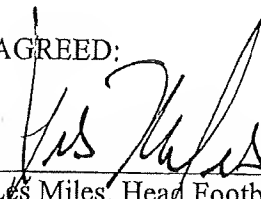
1. In light of the fact that two of the higher paid coaches are at private institutions that do not make publicly available the terms and conditions of their contracts, and that the existing contract is not specific as to whether it includes or excludes consideration of such contracts under these circumstances, and to avoid this uncertainty, we mutually agree to clarify the existing contract relating to ~~Post Season compensation~~ (paragraph 6 D) for the present and future years covered to provide that under the circumstances in paragraph 6D the total annual compensation shall be no less than the highest salary within the SEC, plus \$1,000. 
2. For purposes of determining the comparative salaries in effect provided for in paragraph 6, subparagraphs B, C, and D of your employment agreement, the *date* that will be used will be the date of the BCS National Championship game if it takes place in January (or if not, then January 1) for each of the referenced subparagraphs.
3. In exercising the discretion granted in the employment agreement and amendments as to whether to grant a one-year term extension, the Chancellor will be guided by the following:
 - A. Winning eight or more games in a season presumptively will be the basis for a one-year term extension.
 - B. A decision by the Chancellor not to grant a one-year term extension for any reason must be concurred in by the President of the LSU System.

4. It is understood that the President and Chancellor will recommend to the Board at its next regular meeting that the provisions of Paragraph 13 of the Amendment to Employment Agreement signed December 7, 2007, be amended to change the amount referenced therein *from \$15 Million to \$18.75 Million.*



John V. Lombardi, President, LSU System

AGREED:



Les Miles, Head Football Coach

3-14-08

Date

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT ("Agreement") made and entered into this 7th of December, 2007, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (herein "UNIVERSITY"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by John V. Lombardi, its duly authorized President, and Les Miles (herein "COACH"):

WITNESSETH

THIS AGREEMENT acknowledges the existence of an employment agreement between the above parties dated July 1, 2006, and amendments thereto, which are incorporated by reference in this Agreement. Section references below are to the Employment Agreement dated July 1, 2006:

1. Employment. (No change.)
2. Term. The term of this Agreement shall commence on January 1, 2008 and end on December 31, 2012, unless terminated sooner in accordance with Section 13 of this Agreement or extended by mutual written agreement of the parties. The Chancellor is authorized to extend the term of this Agreement at his discretion for up to two years to December 31, 2014, subject to the terms and conditions specified herein. In addition, during the term or extended term, in each succeeding year after the 2008 football season, the Chancellor is authorized after the conclusion of the regular intercollegiate football season to extend the term or extended term by one year.
3. Salary. (No change.)
4. Retirement and Fringe Benefits. (No change.)
5. Sports Camps. (No change.)
6. Post-Season. (Addition.)
 - A. (No change.)

B. (No change.)

C. (No change.)

D. (No change.)

Upon increase in compensation pursuant to this Section 6, appropriate adjustments shall be made to increase compensation levels established pursuant to existing Sections 3, 7 and 9, as necessary and without the need for an amendment to this agreement or Board approval.

7. Radio/Television/Internet Payments. (No change.)

8. Team Academic Achievements. (Revised.)

If one of the team academic achievements described below (Academic Performance Rate, Graduation Rate and GPA) is achieved in one academic year (defined as beginning with the summer semester and ending with the spring intersession the following year) during this Agreement, COACH, with the consent of the Chancellor, which consent will not unreasonably be withheld, may direct UNIVERSITY to make a disbursement of One Hundred Fifty Thousand Dollars (\$150,000) payable as one-time supplemental compensation to staff members of the football program, which supplemental compensation is hereby approved by the Board. If two or more of the team academic achievements described below are achieved in one academic year (defined as beginning with the summer semester and ending with the spring intersession the following year) during this Agreement, COACH, with the consent of the Chancellor which consent will not unreasonably be withheld, may direct UNIVERSITY to make a disbursement of Two Hundred Fifty Thousand Dollars (\$250,000) payable as one-time supplemental compensation to staff members of the football program, which supplemental compensation is hereby approved by the Board.

A. Academic Performance Rate "APR" [as defined by the NCAA] for the football team is 950 or higher in years 2007-2008 or 2008- 2009, and 960 or higher in years 2009-2010, 2010-2011 or 2011-2012.

B. Graduation Rate [as defined by the NCAA] for the football team is 75% or higher.

C. GPA for the football team is a 2.80 or higher.

It is expressly understood and agreed that all sums paid by UNIVERSITY pursuant to this Section 8 are not compensation to COACH, but rather limited administrative management rights granted herein as a head coach. COACH has no personal dominion or control over such supplemental compensation paid to staff members of the football program.

9. Additional Revenue. (No change.)

10. Assignment/Retirement Benefits. (No change.)
11. Supplemental Compensation Based on Length of Service. (No change.)
12. Standards. (No change.)
13. Termination. This Agreement may be terminated by the parties as follows:
(Revised.)

A. Termination by UNIVERSITY Without Cause.

The UNIVERSITY shall have the right to terminate this Agreement without cause at any time by giving COACH thirty (30) days prior written notice. In the event the UNIVERSITY terminates this Agreement without cause, the UNIVERSITY shall only be liable to COACH for the payment of liquidated damages as follows, no other sums or damages of any kind whatsoever; shall be paid by UNIVERSITY to COACH.

The obligation of UNIVERSITY to make the payments set forth herein shall be reduced and extinguished by and to the extent of any compensation COACH earns and actually receives from the date of termination without cause. COACH has the good faith duty and obligation to seek to obtain similar or related employment and to collect sums due him in connection with such employment.

In the event COACH obtains such other employment after being terminated by the UNIVERSITY without cause, it shall be the duty and obligation of COACH to notify the UNIVERSITY that he has obtained other employment and provide any and all documentation requested by the UNIVERSITY to determine the amount of compensation received by COACH and the amount of offset the UNIVERSITY is due.

Notwithstanding anything to the contrary herein, if UNIVERSITY terminates this Agreement without cause prior to its expiration, UNIVERSITY shall pay, and COACH agrees to accept as liquidated damages, an amount equal to all sums due COACH under the terms of Sections 3, 6, 7 and 9 for each month remaining on the term of the Agreement, calculated from the first full month immediately following the effective date of termination without cause. The liquidated damages shall be paid to COACH over a period of time equal to twice the number of full months remaining on the contract term in monthly installments commencing on the last day of the month immediately following the month in which the termination date occurs and continuing on the last day of each succeeding month thereafter during the payment period. The monthly payments by UNIVERSITY shall be subject to an offset and reduction as previously specified in this Section and apportioned, as feasible, on a monthly basis.

The offsets, extinguishment and reductions pursuant to this Section 13, if applicable, are not intended to be deferred compensation, but rather a means to mitigate damages in accordance with Louisiana law, and UNIVERSITY will reasonably cooperate with COACH to establish this fact if necessary.

Upon termination of COACH'S employment without cause during the term or extended term of this Agreement, the amount of liquidated damages due COACH shall not exceed Fifteen Million Dollars (\$15,000,000).

B. Termination by COACH. (No change.)

C. Termination of COACH for Cause: (No change.)

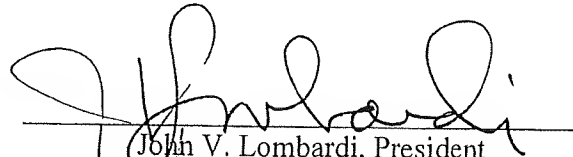
14. Indemnification of UNIVERSITY. (No change.)
15. Entire Contract. (No change.)
16. Severability. (No change.)
17. Amendments to Contract. (No change.)
18. No Waiver of Default. (No change.)
19. Retention of all Materials, Records, Credit Cards and Keys. (No change.)
20. Sovereign Immunity Not Waived. (No change.)
21. "Force Majeure" Clause. (No change.)
22. Governing Laws. (No change.)

Underlining of text included to highlight major amendments, but not controlling over text itself.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

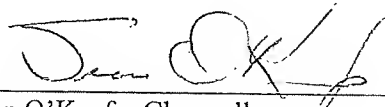
**BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE**

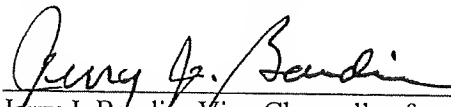
By: _____

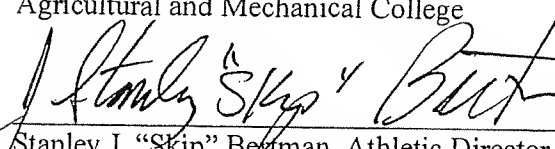

John V. Lombardi, President
Louisiana State University System

Les Miles, Head Football Coach
Louisiana State University and
Agricultural and Mechanical College

RECOMMENDED:


Sean O'Keefe, Chancellor
Louisiana State University and
Agricultural and Mechanical College


Jerry J. Baudin, Vice Chancellor for
Finance and Administrative Services
Louisiana State University and
Agricultural and Mechanical College


Stanley J. "Skip" Bertman, Athletic Director
Louisiana State University and
Agricultural and Mechanical College

Final
PRL
7-12-06

EMPLOYMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS AGREEMENT made and entered into as of this 1 day of July, 2006, by and between BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE (hereinafter "UNIVERSITY"), a body corporate existing under the Constitution and laws of the State of Louisiana, herein represented by William L. Jenkins, its duly authorized President, and Les Miles (hereinafter "COACH"):

WITNESSETH

1. **Employment.** The UNIVERSITY does hereby employ COACH as Head Football Coach of the intercollegiate football program of Louisiana State University and Agricultural and Mechanical College, Baton Rouge, Louisiana, and COACH does hereby accept such employment and agrees to perform all those services and duties, both scholastic and athletic, pertaining to the football program as prescribed by the UNIVERSITY through the Chancellor and Athletics Director which are required of COACH.

2. **Term.** The term of this Agreement shall be for a definite term, commencing on January 1, 2007 and ending on December 31, 2010, (the end date of the Contract) unless terminated sooner in accordance with Section 13 of this Contract or extended by mutual written agreement of the parties. In addition, the Chancellor of the UNIVERSITY is authorized to extend the term of this Agreement one (1) year for no less than One Million Eight Hundred Fifty Thousand No/00 (1,850,000.00) Dollars, (exclusive of all additional compensation in sections 6 and 8) provided that the effective date of such extension may be executed no earlier than December 5, 2006, and shall extend this Agreement through December 31, 2011, under the terms

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and conditions specified herein. During the duration of this Agreement, in each succeeding year after the 2007 football season the Chancellor of the UNIVERSITY is authorized to extend this Agreement by one (1) year, after the conclusion of the regular intercollegiate football season.

3. **Salary.** The UNIVERSITY agrees to pay COACH an annual salary of Three Hundred Thousand and No/00 (\$300,000.00) Dollars, payable in twelve (12) equal monthly installments. Annually after the conclusion of the football season, the UNIVERSITY and COACH will review the status of the football program and consider whether there should be an increase in salary, a contract extension or other adjustments of the benefits due COACH under the Contract.

4. **Retirement and Fringe Benefits.** COACH shall be entitled to participate in the retirement and fringe benefit programs available to all UNIVERSITY employees, subject to the limitations of Section 10 of this Contract. During the term of this contract, subject to compliance with standards set forth in the affiliated-foundation agreement, the employee may be granted the following benefits with written approval by the Athletics Director: (a) Membership(s) in social clubs, such as the University Club of Baton Rouge and Rotary Clubs, provided that: (i) subject to applicable University policy, monthly dues shall be payable from affiliated-foundation funds; and (ii) employee shall be responsible for payment of all personal charges; (b) mobile communication device and service, for which some of all charges incurred may be payable from affiliated-foundation funds; and (c) courtesy vehicle allowance in the amount of Six Hundred No/00 (\$600.00) Dollars payable from affiliated-foundation funds.

5. Sports Camps. COACH, subject to state law, NCAA, UNIVERSITY and Athletic Department guidelines, rules and regulations, may operate or work at sports camps/clinics at the UNIVERSITY. The UNIVERSITY does not guarantee or provide any supplemental compensation from the operation of sports camps/clinics.

6. Post-Season.

A. In the event the football team participates in post-season football games, the UNIVERSITY agrees to pay COACH as additional compensation for the extra services required of COACH in the preparation for and participation in post-season football games as follows:

a. Appear in any post season bowl game - \$50,000.00

OR

b. Appear in any BCS sponsored post season bowl game - \$100,000.00

c. Appear in any bowl game as SEC Western Division champion either as a result of a tie or as the Western Division representative - \$50,000.00

d. Appear in the SEC championship game - \$75,000.00

e. Appear in the BCS National Championship game - \$175,000.00

The additional sum or sums, if payable, shall be paid within sixty (60) days following the post-season football game in which the UNIVERSITY participates. (More than one (1) post-season game incentive may be earned by COACH during each intercollegiate football season; however, the additional compensation shall not exceed \$400,000 (for items a or b through e above) during any one intercollegiate football season.)

B. In any given year, effective after the 2007 football season and each football season thereafter, if the football team finishes the season with 10 or more victories, the total

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annual compensation shall be adjusted to be no less than the fifth highest salary within the Southeastern Conference.

C. In any given year, effective after the 2007 football season and each football season thereafter, if the football team wins the Southeastern Conference Championship, the total annual compensation shall be adjusted to be no less than the third highest paid salary within the Conference.

D. In any given year, effective after the 2007 football season and each football season thereafter, if the football team wins the National Championship (as recognized by the Bowl Championship Series), the total annual compensation shall be adjusted to be no less than the third highest salary within NCAA Division I intercollegiate football.

All pay increases shall become effective within sixty (60) days following the final post-season football game in which the UNIVERSITY participates during any one intercollegiate football season.

7. **Radio/Television/Internet Payments.** In addition to the salary set forth above, COACH shall be entitled to receive in the years 2007 and 2008 Nine Hundred Fifty Thousand and No/00 (\$950,000.00) Dollars per year and in the years 2009 and 2010 Nine Hundred Seventy-Five Thousand and No/00 (\$975,000.00) Dollar per year premium benefit contingent on his appearing on or participating in, as requested, and making all reasonable efforts to make successful UNIVERSITY sanctioned television, radio and internet programs (the "Programs") concerning the UNIVERSITY and the football program. The amount set forth above shall be payable in twelve (12) equal monthly installments each calendar year. Each installment shall be due on the last business day of the month commencing in January and ending in December.

The reasonable efforts required of COACH under this section shall be the due diligence and personal time customarily exerted by head football coaches in the promotion and production of similar radio, television and internet programs at other institutions of higher education with major football programs.

The UNIVERSITY shall own all rights to the programs and shall be entitled, at its option, to produce and market the programs or negotiate with third parties for the production and marketing of the programs. The UNIVERSITY shall be entitled to retain all revenue generated by the programs including but not limited to that received from program sponsors for commercial endorsements used during the programs. "Program sponsors" shall include, but not be limited to, those persons or companies who make financial contributions supporting, or who pay a fee for, commercial announcements and endorsements used on the programs.

COACH shall not appear without the prior written approval of the Chancellor and Athletics Director on, or in, any radio, television, or internet programs or other electronic medium other than those produced or sponsored by the UNIVERSITY, except routine news media interviews for which no compensation is received. COACH shall not appear in or make any commercial or commercial endorsement without the prior written approval of the Chancellor and Athletics Director. Such approval shall not be unreasonably withheld.

8. **OTHER COMPENSATION.** In the event the Academic Performance Rate "APR" [as defined by the NCAA] for the football team is 950 or higher in years 2006-2007 or 2007-2008; COACH shall receive supplemental compensation (one time payment) of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars. In the event the "APR" [as defined by the NCAA] for the football team is 960 or higher in years 2008-2009 or 2009-2010, COACH shall receive

supplemental compensation (one time payment) of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars. In the event the "graduation rate" [as defined by the NCAA] for the football team is 75% or higher, during the duration of this Agreement, COACH shall receive supplemental compensation (one time payment) of Fifty Thousand and No/100 (\$50,000.00) Dollars.

In the event the GPA for the football team is a 2.80 or higher, COACH shall receive a payment of Fifty Thousand and No/100 (\$50,000.00) Dollars for each academic year this goal is obtained. (Academic year for the purposes of this agreement shall be defined as beginning with summer semester and ending with the spring intersession the following year).

9. **Additional Revenue.** Subject to the limitations imposed by this section of the Contract and compliance with applicable laws, NCAA and UNIVERSITY regulations, policies and procedures, including current NCAA Bylaw 11.2, et seq., COACH may earn or receive other revenue while employed by the UNIVERSITY provided, however, that COACH shall obtain prior written approval, which approval shall not be unreasonably withheld, from the Chancellor and Athletics Director before engaging in any commercial or private venture, including the use of COACH's name by any commercial, public or private entity. COACH shall report annually, in writing, in compliance with NCAA Bylaw 11.2, et seq., to the Chancellor through the Director of Athletics on August 1st all athletically-related income from sources outside the University.

UNIVERSITY guarantees that COACH will earn or receive Additional Revenue of at least Five Hundred Fifty Thousand (\$550,000.00) Dollars during each calendar year of this Agreement. "Additional Revenue" shall include: (a) any monetary benefits earned or received

for services to the Tiger Athletic Foundation (TAF), which is currently calculated to be \$500,000.00 during each calendar year of this Agreement; (b) any supplemental monetary benefits paid or funded by the TAF; (c) any monetary benefits earned or received from the UNIVERSITY's football team shoe and equipment provider or other UNIVERSITY vendor, which is currently calculated to be \$50,000.00 for each calendar year of this Contract; and (d) any income or benefits earned or received by COACH from the UNIVERSITY outside the sums paid under Sections (3), (4), (6), (7) and (8) of this Contract.

In the event, the amount of such Additional Revenue falls below the minimum guaranteed amount, then UNIVERSITY shall pay COACH the difference between the minimum guaranteed amount and the actual Additional Revenue within thirty (30) days of such determination. The UNIVERSITY shall have reasonable access to all applicable records of COACH that are necessary to verify the obligations contained in this Section.

10. Assignment/Retirement Benefits.

A. **Assignment.** To the extent permitted by law, COACH may require the University to contract with a separate legal entity, whether under the control of COACH or not (other entity), for the performance of any services by COACH required or authorized under Sections 7 and 9. The form of the contract shall be subject to the approval of the UNIVERSITY, which approval shall not be withheld unreasonably.

B. **Retirement Benefits.** Regardless of whether the services are performed directly for the UNIVERSITY or through contract with a separate legal entity, whether such other entity is under the control of COACH or not, sums paid under Sections 7 and 9 of this Contract shall not be considered "base pay," "earned compensation," or "earnable

compensation" as such terms are defined in Louisiana Revised Statutes 11:403 and 11:701, or other applicable Louisiana retirement laws, and shall not be included as compensation for the purposes of computation of retirement benefit.

11. Supplemental Compensation Based on Length of Service.

COACH shall have immediate access to funds in the amount of Four Hundred and No/00 (\$400,000.00), accrued during the 2005 and 2006 football seasons, and placed into an account owned and controlled by the UNIVERSITY or TAF agreed to in the terms of Section 11 in the previous Agreement between the UNIVERSITY dated January 21, 2005.

12. Standards.

A. COACH shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical and academic standards of the Athletic Department and the UNIVERSITY. At all times COACH shall exercise due care that all personnel and students under COACH's supervision or subject to COACH's control or authority, comport themselves in a like manner. COACH shall further observe and respect the principles of institutional control in every aspect of the football program.

B. COACH further agrees that COACH will remain familiar with, and at all times comply with, applicable federal and state laws including the Buckley Amendment, UNIVERSITY regulations, and governing athletic rules; and, at all times shall exercise due care that all personnel and students under COACH's supervision or subject to his control or authority similarly shall so comply. In particular, COACH recognizes an obligation personally to comply

with and to exercise due care that all personnel and students subject to his direct control or authority comply with governing athletic rules including but not limited to those relating to recruiting and furnishing of unauthorized extra benefits to recruits and student athletes, including without limitation purchase or sale of game tickets and furnishing of unauthorized transportation, housing and meals, and with laws and governing athletic rules relating to agents, illegal gambling, illegal betting and bookmaking, and illegal use, sale or possession of narcotics, drugs, controlled substances or other chemicals or steroids. In the event that COACH becomes aware, or has reasonable cause to believe, that violations governing athletic rules may have taken place, he shall report the same promptly to the Athletics Director.

C. Unless notice has been given to COACH by the UNIVERSITY of COACH's termination pursuant to Section 13 of this Contract, neither COACH nor his agent shall, under any circumstances, discuss or negotiate directly or indirectly his prospective employment with any other institution of higher education or professional athletic team without giving at least 24 hours prior written notice to the Athletics Director.

D. COACH recognizes that the primary mission of UNIVERSITY is to serve as an institution of higher education and shall fully cooperate with academic counselors or similar persons designated by the UNIVERSITY to assist student athletes and the faculty and administrators of the UNIVERSITY in connection with the academic pursuits of student athletes and shall use his personal best to encourage and promote those efforts. In that respect, COACH recognizes that the goal of UNIVERSITY is that every student athlete obtain a baccalaureate degree and agrees to fully support the attainment of this goal.

E. COACH shall, at all times, take every action necessary to comply with and to implement the policies of the Athletic Department and UNIVERSITY relating to substance abuse and class attendance by students subject to his direct control or authority, and to exercise due care that all personnel and students subject to his direct control or authority comply with such policies. COACH represents and warrants that he has read such policies and that he will remain current as to the content of such policies.

F. COACH shall not, without approval of the Chancellor and Athletics Director, arrange for or agree to the receipt by his assistant coaches of any supplemental pay, bonus or other form of payment from any outside source, except for income earned by assistant coaches from COACH's operation of his sports camps.

13. **Termination.** This Agreement may be terminated by the parties as follows:

A. **Termination by UNIVERSITY Without Cause.**

The UNIVERSITY shall have the right to terminate this Agreement without cause at any time by giving COACH thirty (30) days written notice. In the event the UNIVERSITY terminates this Agreement without cause, the UNIVERSITY shall only be liable to COACH for the payment of liquidated damages as follows, no other sums or damages of any kind whatsoever, shall be paid by UNIVERSITY to COACH.

If terminated without cause, the UNIVERSITY shall be liable to pay COACH the amount of One Million Eight Hundred Thousand No/00 (1,800,000.00) Dollars per year in the years 2007 and 2008 and One Million Eight Hundred and Twenty-Five Thousand No/00 (1,825,000.00) Dollars per year in the years 2009 and 2010 or portion thereof (pro rata) remaining under this Agreement

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The obligation of UNIVERSITY to make the payments set forth herein shall be reduced and extinguished by and to the extent of any compensation COACH earns, receives or is entitled to receive from the date of termination without cause. COACH has the good faith duty and obligation to obtain other employment.

In the event COACH obtains other employment after being terminated by the UNIVERSITY, it shall be the duty and obligation of COACH to notify the UNIVERSITY that he has obtained other employment and provide any and all documentation requested by the UNIVERSITY to determine the amount of compensation received by COACH and the amount of offset the UNIVERSITY is due.

At no time during the duration of this Agreement or pursuant to any extension or salary adjustment granted under the authority specified herein, the amount of compensation owed to COACH shall not exceed Ten Million Dollars No/00 (\$10,000,000) Dollars. Said amount shall be payable in equal monthly installments over the remaining term of this Agreement and discounted by the amounts received after termination. .

B. Termination by COACH.

COACH covenants and agrees that as part of the consideration of this Agreement he will not seek nor will he accept employment as a football coach at the University of Michigan for the term of this Agreement. It being expressly understood that should COACH accept employment at the University of Michigan, COACH shall pay to the UNIVERSITY in lieu of all other legal remedies, liquidated damages in the sum of One Million Two Hundred Fifty and No/100 (\$1,250,000.00) Dollars.

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C. **Termination of COACH for Cause:** UNIVERSITY may terminate this Agreement for cause, and such right of termination shall exist notwithstanding any rights available to the UNIVERSITY under Section 13.A. Cause for this purpose shall mean any one or more of the following:

1. Neglect or inattention by COACH to the duties as specified in Section 1, or COACH's refusal or unwillingness to perform such duties in good faith and to the best of COACH's abilities within thirty (30) days of receiving specific written notice of such neglect or inattention to duties from the Athletics Director; or
2. Material significant or repetitive violation or breach by COACH of this Contract, including without limitation Section 12 thereof, or of governing athletic rules or of UNIVERSITY regulations; or
3. Conviction of COACH of a felony under state or federal law (excluding minor traffic offenses); or
4. Fraud by COACH in the performance of his duties and responsibilities hereunder; or
5. Fraud by COACH in the preparation, falsification, or alteration of documents or records of the UNIVERSITY, NCAA or SEC, or documents or records pertaining to any recruit or student athlete, including without limitation transcripts, eligibility forms, or compliance reports, or permitting, encouraging or condoning such fraudulent acts by any other person; or
6. Failure by COACH to respond accurately and fully within a reasonable time to any reasonable requests or inquiry relating to the performance of his duties hereunder or

his prior employment at any other institution of higher learning propounded by the UNIVERSITY, NCAA, SEC or other governing body having supervision over the athletic programs of UNIVERSITY or such other institution of higher education, or required by law, governing athletic rules, or UNIVERISITY regulations; or

7. Counseling or instructing by COACH of any other coach, student, or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the athletic programs of UNIVERSITY or other institution of higher education which shall be propounded by the UNIVERSITY, NCAA, SEC or other governing body having supervision over the athletic programs of UNIVERSITY or such other institution of higher education, or which shall be required by law, governing athletic rules, or UNIVERSITY regulations; or

8. Soliciting, placing, or accepting by COACH of a bet on any intercollegiate athletic contest, or permitting, encouraging, or condoning such acts by any other person; or

9. Participating in, condoning or encouraging by COACH of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling; or

10. Furnishing by COACH of information or data relating in any manner to any UNIVERSITY sport to any individual known by COACH to be or whom he should reasonably know to be a gambler, better, or bookmaker, or an agent of any such person, or the consorting or associating by COACH with such persons; or

11. Use or consumption by COACH of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such degree and for such appreciable period as to impair his ability to perform his duties hereunder;

12. (a) Sale, use or possession by COACH of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by COACH is prohibited by law or by governing athletic rules; or

(b) Permitting, encouraging or condoning by COACH of the sale, use, or possession by any student athlete of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by any student athlete is prohibited by law or by governing athletic rules; or

(c) Failure by COACH to fully cooperate in the enforcement and implementation of any drug testing program established by UNIVERSITY for student athletes; or

(d) Failure by COACH to fully cooperate in the enforcement of the NCAA regulations relating to the use of agents; or

13. Subject to any right of administrative appeal permitted or granted to COACH by such bodies, the making or rendition of a finding or determination by NCAA, SEC, or any commission, committee, council, or tribunal of the same, of one or more major, significant or repetitive violations by COACH of governing athletic rules, or of any such major, significant or repetitive violations by others under the direct supervision of COACH which were permitted, encouraged, or condoned by COACH, or about which violations COACH knew or reasonably should have known and failed to act reasonably to prevent, limit, or mitigate. (It is

recognized that this sub-section encompasses findings or determinations of violations during employment of COACH at UNIVERSITY or any other institution of higher education); or

14. Failure by COACH to report promptly to Athletics Director any violations known to COACH of governing athletic rules or UNIVERSITY regulations by coaches, students or other persons under the direct control or supervision of COACH; or

15. Failure by COACH to obtain prior approval for outside activities as required by Section (9) or to report accurately all sources and amounts of all income and benefits as required by Section (9); or

16. Commission of or participation in by COACH of any crime or other serious misconduct which brings COACH into public disrepute sufficient to impair COACH'S ability to continue in his position without adverse impact on the UNIVERSITY'S football program or reputation.

The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the UNIVERSITY. In the event of such termination, COACH will receive thirty (30) calendar day's notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary benefits and other remuneration set forth in this contract incidental to COACH'S employment, cease upon termination, other than compensation owed COACH for services performed by COACH prior to termination.

D. Suspension or Other Disciplinary Action. The UNIVERSITY may suspend or take disciplinary action as follows:

1. Suspension. In lieu of termination for cause, and apart from any rights under Section (13)(A), the UNIVERSITY may suspend COACH for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause. During a period of suspension under this sub-section, COACH shall not be entitled to receive any remuneration under this contract.

2. Suspension for Criminal or Other Charges. As an alternative or supplement to any other remedies available hereunder, the UNIVERSITY may suspend COACH on the following grounds:

- a) In the event of an indictment or bill of information being filed against COACH charging a felony; or
- b) In the event of formal inquiry or charge by NCAA or SEC, or any commission, committee, council or tribunal of the same, alleging or finding one or more major, significant, or repetitive violations by COACH personally of governing athletic rules, or such violations by other persons which were permitted, encouraged or condoned by COACH or of which COACH had actual or constructive knowledge and failed to act reasonably to prevent, limit or mitigate, but only after the UNIVERSITY determines by its investigation that such violation or violations actually occurred or that COACH failed or refused to cooperate with the UNIVERSITY'S investigation or that COACH gave material untruthful statements to the UNIVERSITY or the NCAA or the SEC.

Such suspension may continue until final resolution of such matter or proceeding. During such suspension, COACH may receive only the salary specified in Section (3) and the benefits described in Section (4), and shall not be entitled to receive any other benefits, compensation or remuneration set forth in this contract for the period of such suspension. If the

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matter giving rise to the suspension is finally resolved completely in favor of COACH, and does not otherwise represent an independent basis for termination hereunder for cause, the UNIVERSITY shall pay or make available to COACH an adequate portion of benefits hereunder otherwise payable to COACH during the period of suspension. If the benefits are from sources outside the UNIVERSITY, the UNIVERSITY shall only be obligated to pay the amounts received from the outside source. Suspension under this sub-section shall not limit any rights of the UNIVERSITY to terminate COACH for cause.

3. Disciplinary Action. The UNIVERSITY shall have the right to take disciplinary or corrective action, short of suspension or termination for cause, against COACH for violation of any provision of this contract or for any reason which would allow termination for cause or suspension under the provisions of Section (13) of this contract. Such disciplinary action may include, but is not limited to reprimand or probation and shall not affect any other rights the UNIVERSITY has under Section (13) of this contract. In addition, COACH shall be subject to disciplinary or corrective action by the NCAA or SEC for any violation of NCAA or SEC regulations, respectively. Such action by NCAA or SEC shall not preclude or, in any manner, affect UNIVERSITY'S right to take such other corrective or disciplinary action as it deems necessary or proper, including termination for cause.

E. Termination by Death or Disability. In the event of death of COACH or inability of COACH to perform the obligations described in this Agreement by reason of illness or some other occurrence beyond the control of either party, and such inability to perform has continued or will continue beyond a reasonable period of time as determined by the UNIVERSITY, this Agreement shall terminate as a termination with cause/and all future obligations between the parties shall cease unless otherwise required by law.

F. Waiver of Claims. The financial consequences of termination of this contract or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this contract, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this contract, neither COACH nor the UNIVERSITY shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, camp or other outside activity, or expectation income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the UNIVERSITY or COACH of information or documents required by law. COACH acknowledges that in the event of termination of this contract for cause, without cause or otherwise, COACH shall have no right to occupy the position of Head Football Coach and that his sole remedies are provided herein and shall not extend to injunctive relief. COACH further acknowledges that he has no expectation of the granting of tenure by UNIVERSITY.

Additionally, the UNIVERSITY or its athletic foundation, at the sole discretion of the UNIVERSITY, shall have the right at any time during the term of this Agreement to take out key man insurance or other insurance on the life of COACH. COACH shall fully cooperate in the underwriting and issuance of any such insurance.

14. Indemnification of University.

COACH agrees to indemnify the UNIVERSITY for all cost and expenses, including attorney's fees, incurred by the UNIVERSITY as a result of the UNIVERSITY's football program being placed on probation due to a serious or intentional violation of NCAA rules and regulations by COACH.

15. Entire Contract. This contract embodies the complete agreement concerning the employment of COACH by the UNIVERSITY and shall, upon the effective date hereof, supersede any other oral and written agreements between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this contract or any representations, including the execution and delivery hereof, except as are specifically set forth herein and each of the parties hereto acknowledges that each has relied solely on his and its own judgment in entering into this agreement with full opportunity to seek advice of competent counsel.

16. Severability. If any provision of this contract shall be deemed invalid or unenforceable, either in whole or in part, this contract shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

17. Amendments to Contract. This contract may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designated representatives and accepted by COACH, such approval and acceptance to be acknowledged in writing.

18. No Waiver of Default. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this contract shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

19. Retention of all Materials, Records, Credit Cards and Keys. All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics or any other material or data, furnished to COACH by the UNIVERSITY or developed by COACH on behalf of or at the expense of the UNIVERSITY or otherwise in connection with the employment of COACH are and shall remain the sole and confidential property of the UNIVERSITY. Within ten (10) days of the expiration or termination of this Agreement, COACH shall cause any such materials in his possession or control to be delivered to the UNIVERSITY. AT the same time, COACH shall return to the UNIVERSITY all credit cards or keys issued to him by the UNIVERSITY.

20. Sovereign Immunity Not Waived. It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver or relinquishment by the UNIVERSITY of any rights to claim such exemptions, privileges and immunities as may be provided by law.

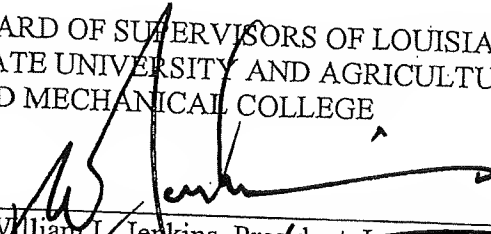
21. "Force Majeure" Clause. Neither party shall be considered in default performance of his or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war,

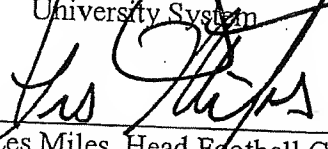
hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

22. **Governing Laws.** This contract shall be enforced and construed in accordance with the laws of Louisiana.

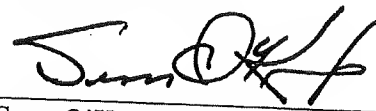
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment on the day, month and year first above written.

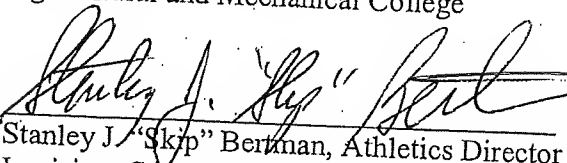
BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

By 
William L. Jenkins, President, Louisiana State
University System


Les Miles, Head Football Coach
Louisiana State University and Agricultural and
Mechanical College

RECOMMENDED:


Sean O'Keefe, Chancellor
Louisiana State University and
Agricultural and Mechanical College


Stanley J. "Skip" Bertman, Athletics Director
Louisiana State University and
Agricultural and Mechanical College

HEAD COACH EMPLOYMENT CONTRACT

THIS HEAD COACH EMPLOYMENT CONTRACT (this "Contract") is entered into by and between The Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

Article I - Definitions

As used in this contract (including within these paragraphs) the following terms shall have these meanings:

"Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic program of the University. Governing Athletic Rules also shall include any acts of Congress or the State of Alabama regulating college athletics, officials, athletes, and competition.

"NCAA" shall mean the National Collegiate Athletic Association, and its successors.

"SEC" shall mean the Southeastern Conference, its successor or any other athletic conference of which the University may be a member.

"University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by The University of Alabama, including, without limitation, its President and Athletic Director, or by The Board of Trustees of The University of Alabama.

Article II - Position

2.01 Employment. The University employs the Employee as Head Coach of football ("Head Coach"). Employee accepts the employment and agrees to act at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of the University. Employee shall exercise due care that all personnel and students under Employee's supervision or subject to Employee's control or authority shall comport themselves in like manner.

2.02 Duties and Responsibilities.

(a) Employee agrees to be a loyal employee of the University. Pursuant to the terms and conditions contained herein, Employee agrees to devote Employee's best efforts and abilities full time to the performance of Employee's duties as Head Coach for the University and to give proper time and attention to furthering Employee's responsibilities to the University. Subject to the provisions of Article V herein, poor performance of administrative duties or responsibilities or misconduct of any kind will result in appropriate disciplinary or corrective action. Employee agrees not to usurp any corporate opportunities of the University. Employee is responsible for using his best efforts to maintain good public relations and sound alumni relations, and for promoting and participating in various alumni events.

(b) Employee agrees to abide by and comply with NCAA and other Governing Athletic Rules and University Rules relating to the conduct and administration of the football program and to work cooperatively with the University's Faculty Athletics Representative and compliance personnel on compliance matters and NCAA rules education. In particular, Employee recognizes an obligation personally to comply with, and to exercise due care that all personnel and students subject to Employee's control or authority comply with Governing Athletic Rules relating to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including, without limitation, purchase or sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with laws and Governing Athletic Rules relating to sports agents, gambling, betting, and bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids. In the event Employee has knowledge of, or has reasonable cause to believe, that violations of Governing Athletic Rules, University Rules, or law may have taken place, Employee shall report the same immediately to the University's Director of Athletics and Associate Athletic Director for Compliance. Employee agrees to abide by the academic standards and requirements of the University in regard to recruiting and eligibility of prospective and current student-athletes. Employee recognizes that the primary mission of the University is that of an institution of higher education, and Employee shall fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student-athletes and promote those efforts. Employee, in cooperation with the University's administration, shall monitor the academic progress of the student-athletes who participate in football. Employee recognizes that the goal of the University is for every student-athlete to obtain

an undergraduate degree, and Employee agrees to support fully the attainment of that goal. To that end Employee shall use his best efforts to foster awareness by student-athletes in the football program of the availability of University resources dealing with student financial aid, academic counseling and advisement, life-skills programs, and other University resources that are available to the general University student population.

(c) Employee shall perform and administer to the reasonable satisfaction of the Director of Athletics the duties and responsibilities ordinarily associated with and performed by a head football coach at a major university that participates at the NCAA Division I-Football Bowl Subdivision level, including, without limitation, planning and supervising practices, games, and off-field and off-season training and activities; developing and supervising recruiting plans and strategies; and running a stable and successful football program. Employee is responsible for evaluating, recruiting, training, conditioning, instructing, supervising, disciplining, and coaching student-athletes to prepare them to compete successfully against major college competition in a quality football program. Employee also is held directly accountable for general responsibilities relating to the football program, such as, without limitation, budget development and planning; administering the approved football budget in accordance with University Rules; making scheduling recommendations; recruiting, training, supervising, disciplining, and evaluating coaching staff and assistants, including promoting their understanding and compliance with NCAA and other Governing Athletic Rules, applicable law, University Rules, and all University academic standards for student-athletes; and performing to the best of Employee's ability those matters assigned by the Director of Athletics that are germane to the football program and the University's mission.

(d) If Employee is found to be in violation of Governing Athletic Rules while employed by the University, Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

(e) Subject to budgetary limitations of the University's Athletic Department and University Rules and the prior approval of the Director of Athletics, which shall not be unreasonably withheld, Employee shall have authority to select, employ, and terminate assistant football coaches, football strength coaches, the Director of Football Operations, and other football staff, including, but not limited to football trainers, equipment managers, graduate assistants, et al. No person shall be employed as an assistant football coach, football strength coach, or the Director of Football Operations until the Director of

Athletics first has obtained from the NCAA and SEC a favorable clearance for that person. Upon being informed by Employee of the name of a prospective assistant football coach, football strength coach, or the Director of Football Operations, the Director of Athletics or his/her designee shall promptly contact the NCAA and SEC to obtain the required clearance. Employee shall not personally supplement, directly or indirectly, the salary or compensation of any such assistant coach or any other University employee without the prior express written approval of the Director of Athletics. Employee shall not violate Governing Athletic Rules or law by permitting, encouraging, or condoning the solicitation or acceptance by any assistant football coach, football strength coach, Director of Football Operations, football staff member, or student-athlete of gifts of cash or of substantial value or accepting hospitality other than reasonable social hospitality from any person, including without limitation, a person who is a "representative of the institution's athletic interests" as that term is defined in Governing Athletic Rules.

(f) Employee will exercise care to avoid inappropriate involvement by himself and by his assistant coaches, football strength coaches, Director of Football Operations, football staff members, student-athletes, and other Athletic Department employees with non-employee "representatives of the institution's athletic interests," which is contrary to Governing Athletic Rules. The University shall responsibly notify Employee of concerns which it may have regarding such involvement.

(g) It is recognized that the Director of Athletics is responsible to the President and then to the University's Board of Trustees for the operation, review, and periodic evaluation of the entire intercollegiate athletics program, including the football program. Employee recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by Governing Athletic Rules over every aspect of the football program. Employee agrees to recognize and respect those relationships and the organizational structure of the University.

(h) Employee agrees to promptly report to the Director of Athletics and Associate Athletic Director for Compliance all conduct of others of which the Employee has knowledge which may constitute a violation of Governing Athletic Rules.

2.03 Reporting Relationship. Employee shall report directly to the Director of Athletics of the University. Both parties agree to meet and formally discuss all aspects of the operation of the football program within 45 days following the conclusion of each Contract Year. Employee's job duties and responsibilities may be reviewed and revised from time to time by the

Director of Athletics provided that such duties and responsibilities are reasonable and consistent with duties typical of an Intercollegiate Head Football Coach who coaches at the NCAA Division I-Football Bowl Subdivision level.

Article III - Term of Employment

3.01 The term of this Contract shall be eight (8) years, commencing January 4, 2007, and ending January 31, 2015, subject to earlier termination in accordance with the provisions of Article V hereof. To extend or renew the contract term, both parties must sign a written agreement to do so. Employee agrees that oral agreements to renew or extend this Contract are invalid and non-binding. For the purposes of this Contract, a "Contract Year" shall mean a twelve-month period beginning February 1 of one year and ending on January 31 of the immediately succeeding year.

Article IV - Compensation

In consideration for the promises Employee has made in entering into this Contract, Employee shall be entitled to an annual base salary payment and employment benefits and may possibly receive salary perquisites, incentives, and outside activity income. To the extent required or permitted by law or University Rules, the salary payments, talent fee payments, other forms of compensation, and employment benefits described in this Article IV are subject to deductions for local, state, and federal taxes, for state retirement, and for any voluntary retirement or other employment benefits which Employee elects to participate in, as well as the terms and conditions of Article V hereof concerning termination of this Contract. Any recommended increase in salary, talent fee, incentives, or term of the contract is subject to approval by the University's Board of Trustees' Compensation Committee and following such approval shall become effective on the date mutually agreed upon by the parties in writing.

4.01 Base Salary. As Head Coach, Employee shall be paid by the University an annual base salary as follows:

For the partial Contract Year January 4, 2007, to January 31, 2007: \$16,935.00

February 1, 2007 to January 31, 2008: \$225,000.00

February 1, 2008 to January 31, 2009: \$225,000.00

February 1, 2009 to January 31, 2010: \$225,000.00

February 1, 2010 to January 31, 2011: \$225,000.00

February 1, 2011 to January 31, 2012: \$225,000.00

February 1, 2012 to January 31, 2013: \$225,000.00

February 1, 2013 to January 31, 2014: \$225,000.00

February 1, 2014 to January 31, 2015: \$225,000.00

Annual base salary is payable in monthly installments by the University to Employee on the last day of each calendar month in accordance with University payroll policies.

4.02 Employment Benefits. During the term of this Contract, the University will provide the Employee with the employment benefits described in this Section 4.02 and no others. Employee shall be entitled to the standard University employment benefits, subject to any eligibility requirements, normally provided by the University to its exempt, regular full-time employees, which may include (among other things) group life insurance, long term disability benefits, vacation with pay, individual medical coverage, state teachers' retirement contributions, and TIAA/CREF contributions (if Employee elects to participate therein), all of which are described in greater detail in the University's Staff Handbook, a copy of which is available on the University's website at <http://hr.ua.edu>. In the event of a conflict between the terms and provisions of this Contract and those of the University's Staff Handbook, the terms and provisions of this Contract shall control and take precedence. If any employment benefit is based in whole or in part upon salary paid to Employee, any income paid or received by Employee from any outside activities or supplemental compensation shall be included in the computation of that employment benefit only to the extent permitted or required by University Rules or by law.

4.03 Perquisites/Incentives. While Employee is serving as Head Coach, the University will provide or arrange for the following perquisites and performance incentives and no others.

(a) Automobile. The University annually shall provide or make arrangements for Employee to have on a loan basis two (2) full-size automobiles for business and personal use by Employee and members of Employee's immediate family and for payment of all vehicle operating expenses. Said automobiles may be provided through the Athletic Department's loaned vehicle program. The University agrees to provide liability insurance coverage for those vehicle operators deemed insurable at regular rates based upon good driving record standards by the University's insurance carrier and collision and comprehensive automobile insurance coverage on the loaned vehicles. Employee and members of Employee's immediate family agree to comply with all reasonable requirements that the University's insurance carrier may impose or require as a condition of coverage. In the event the University's fleet vehicle insurance policy does not cover the loaned vehicles, then the University shall either purchase replacement

coverage provided the vehicle operators are deemed insurable at regular rates based upon good driving record standards by the insurance carrier or reimburse Employee for the cost of obtaining similar insurance coverage at regular rates. Employee shall be responsible for paying for any uninsured loss, damage, or repairs to the loaned vehicles.

(b) Incentives.

(1) Athletics. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Employee to achieve the goals described below, the University agrees within thirty (30) days after the game or event to pay to Employee the following:

(i) SEC Championship Game. \$75,000 – for playing in the SEC Championship football game **or** \$125,000 – for winning the SEC Championship football game. It is understood that in no event shall Employee receive more than one incentive payment under this subsection (b)(1)(i).

(ii) Post-Season Bowl Game. \$ 65,000 – for playing in any post-season bowl game; **or** \$90,000 – for playing in the Chik-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; **or** \$125,000 – for playing in a Bowl Championship Series post-season game which is not designated the National Championship game **or** \$200,000 – for playing in the Bowl Championship Series post-season game which is designated as the National Championship game **or** \$400,000 – for winning the Bowl Championship Series post-season game which is designated the National Championship game. It is understood that in no event shall Employee receive more than one incentive payment under this subsection (b)(1)(ii).

(iii) Southeastern Conference Coach of the Year. If Employee is voted the Southeastern Conference Coach of the Year by the head football coaches in the Southeastern Conference - \$25,000.00.

(iv) National Coach of the Year. If Employee is awarded the Paul “Bear” Bryant Coach of the Year Award by the National Sportscasters and Sportswriters Association, the Associated Press Coach of the Year Award, the AFCA Coach of the Year Award, or the Walter Camp Football Foundation Coach of the Year Award - \$50,000.00.

(2) Academics. From and after February 1, 2007, for each year that the football team achieves a graduation rate that equals or exceeds the graduation rate described below, and within thirty (30) days after the date graduation rates for all SEC football teams for that Contract Year are determined, the University shall pay to Employee the amount described in subsection (i) or subsection (ii) of this Section 4.03(b)(2). The team graduation rate shall be calculated according to the formula described in the then existing NCAA's annual Graduate Success Rate (GSR; or its successor, if applicable) using data collected and maintained for the NCAA by the University's Office of Academic Records and University Registrar for the cohort that includes degree-seeking football student-athletes who receive athletically-related financial aid during their attendance at the University and who receive their baccalaureate degree from the University within six years of their entrance into the University. For the twelve-month period immediately preceding August 31st of each year, the University will pay Employee:

(i) For the twelve-month period immediately preceding August 31st of each year, commencing August 31, 2007, if the University's football team achieves a graduation rate ranking as hereafter specified, provided that the University's football team's Academic Progress Rate (APR) as calculated by the NCAA is above the cut point score that is established by the NCAA for that specific year, which as of the date of this Contract is 925, which would result in contemporaneous penalties, then the University will pay Employee the following: \$50,000 - if the University's football team's graduation rate is in the top fifty (50%) percent of all SEC football teams; **or**

(ii) \$100,000 - if the University's football team's graduation rate which is in the top twenty-five (25%) percent of all SEC football teams.

4.04 **Additional compensation**. Subject to the limitations imposed by this section of the Contract and in compliance with Governing Athletic Rules, NCAA and University guidelines, Employee may earn or receive additional compensation while employed by the University. Sources of additional compensation include:

- (a) Compensation from endorsements or promotions that do not compete with University Promotions. Employee acknowledges and understands that he may not earn or receive any compensation or enter into an agreement to endorse or promote a service, product, or benefit for a vendor, business entity, or other commercial enterprise, if the University, athletic department, its supporting foundations, or an approved marketing contractor (such as Crimson Tide Sports Marketing) has a current or existing agreement with another vendor, business entity, or commercial enterprise which provides substantially the same type of service, product, or benefit. Neither may Employee earn or receive any compensation or enter into an agreement to endorse or promote a service, product, or benefit for a vendor, business entity or other commercial enterprise, if the University, athletic department, its supporting foundations, or an approved marketing contractor is actively engaged in negotiating an agreement with a vendor, business entity, or commercial enterprise which provides substantially the same type of service, product, or benefit. For purposes of this Agreement, "actively engaged in negotiating," means actions beyond mere introductory or exploratory steps. Moreover, in all cases Employee shall be required to obtain prior written approval of the Director of Athletics and the President, which approval shall not be unreasonably withheld, before Employee engages in any endorsements or promotions, or allows Employee's name, likeness, or image to be associated with any services, products, or benefits. For purposes of an example only, Employee may not endorse or promote a beverage if the University, athletic department, its supporting foundations, or an approved marketing contractor has a current, existing or proposed agreement with another vendor or business entity that provides beverages. Further, Employee may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement related to the same. If approved, Employee's participation in any endorsement or promotion shall not reflect adversely on the University or interfere with Employee's performance of his duties as Head Football Coach.

- (b) Compensation from public speaking engagements. Subject to the prior approval of the Director of Athletics – which approval shall not be unreasonably withheld – Employee may earn or receive fees, honoraria, or similar compensation for non-commercial speaking engagements. Employee shall use his best efforts to perform such speaking engagements in a professional way and manner. Employee's participation shall not reflect adversely on the University, interfere with Employee's performance of his duties as Head Football Coach, or interfere with the current marketing contracts, efforts, or plans of the University, athletic department, its supporting foundations, or an approved marketing contractor. These speeches do not count toward the 15 Obligated Events, defined and discussed below.
- (c) Compensation from authoring or co-authoring books or publications. Subject to the prior approval of the Director of Athletics – which shall not be unreasonably withheld – the University acknowledges and agrees that Employee may receive fees, royalty payments, advance payments, or similar compensation as a result of authoring or co-authoring books or other publications in which the primary subject matter is autobiographical in nature, is primarily concerned with a motivational subject matter, or is primarily concerned with coaching theory, strategy, or technique. Employee acknowledges and understands that he may not use video footage, photographs, or other similar media representative of University football games or practices without the express written permission of the Director of Athletics. Further, Employee may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement related to the same.
- (d) Compensation from media programs and non-endorsement activities. The University acknowledges, understands, and agrees that it shall pay additional compensation to Employee for his rendition of personal services and participation in the following activities, in accordance with the following provisions. Employee acknowledges and agrees that items 1-4 herein may be produced by the

University, athletic department, its supporting foundations, or a University-approved marketing contractor:

- (1) No less than one (1) radio program during each week of the regular season and postseason, two (2) radio programs during the spring practice period, and one (1) radio program on or around national signing day (and such other radio programs as may arise due to special events, such as a championship) (plus other short, taped leads directly related to the radio program);
- (2) No less than one (1) television program during each week of the regular season, one (1) television program prior to any post-season game and/or bowl game, and one (1) television program after the conclusion of any post-season or bowl game (and such other television programs as may arise due to special events, such as a championship) (plus other short, taped leads related to the television program);
- (3) The production of reasonable content for an internet web-site;
- (4) University authorized or produced publications (such as football game programs, books in which the primary subject matter relates to the University, its teams, and athletic program, media guides, highlight films, artwork, other media, and videos); and
- (5) Non-endorsement activities, which shall be limited to fifteen (15) total activities during a contract year. Such non-endorsement activities may include Employee's performance, participation, or appearance on behalf of either the University, athletic department, its supporting foundations, or University-approved marketing contractor, before an alumni club or similar organization, before a University-related or affiliated booster club or similar organization, before other similarly-situated or affiliated groups, clubs, or organizations, or at coaching or other clinics and gatherings related to the University's athletically-related marketing efforts and contracts (provided Employee is not required to make specific product endorsements at such gatherings) (hereinafter, the same shall be

collectively referred to as "Obligated Events"). Employee's participation in or performance of such Obligated Events which were not scheduled by the Director of Athletics or his designee shall not count towards Employee's total number of obligations required in this sub-section. The University shall be responsible for any and all travel arrangements of Employee, if applicable. The parties agree that Employee shall be required to participate by the University in no more than fifteen (15) Obligated Events on an annual contractual basis. No Obligated Event, other than the Nike clinic, will require Employee's participation for more than one (1) day total (defined as a period of 24 consecutive hours), travel included, except as Employee and the University may agree that Employee wishes to travel the night prior to an Obligated Event, or stay the night following, for the ease and convenience of the Employee. An appearance, performance, or participation by the Employee before or with a qualified group, club or organization shall count as one (1) Obligated Event, regardless of whether an entire day was spent for such activity. Notwithstanding the foregoing, the parties agree that Employee may choose to participate in more than fifteen (15) Obligated Events per contract year, as the Employee may think wise or beneficial for public, personal, or University relations.

- (i) Employee agrees to participate in and perform all media programs and non-endorsement activities, including Obligated Events, using his best efforts to render his services in a professional way and manner.
- (ii) Contingent upon Employee's rendition of personal services in a reasonably satisfactory and acceptable manner, the Employee shall receive personal service fees each Contract Year, as follows:

2007: \$3,275,000

2008: \$3,525,000

2009: \$3,675,000

2010: \$3,875,000

2011: \$3,925,000

2012: \$3,975,000

2013: \$3,975,000

2014: \$3,975,000

The personal service fees shall be payable in twelve (12) monthly installments on the last day of each month during each Contract Year. For the partial month of January 2007, Employee shall receive a pro-rated monthly payment of \$246,505.00. Should Employee fail or refuse to perform or participate in media programs, Obligated Events, or non-commercial activities; or should he fail or refuse to perform them in a reasonably satisfactory and acceptable manner; or should Employee engage in any commercial activity without first obtaining the Director of Athletics' approval; then after receiving written notice from the University and after such failure or refusal to perform (or stop performing) continues for a period of fourteen (14) days, the University may cease to pay the monthly installments of the personal service fees until the Employee cures such default. Provided, however, Employee shall not be considered to be in breach for failing or refusing to make an isolated radio, television, or Obligated Event appearance, when such failure or refusal is due to sickness, injury, or an unanticipated and unforeseeable significant conflict related to the on-field performance of the football team, including (without limitation), the recruitment of potential players, the training of the team, and any other coaching responsibilities generally considered a regular part of coaching a college football team. Provided, further, however, that in the event Employee fails or refuses to make a radio, television, or Obligated Event appearance as a result of same, Employee agrees to make a substitute radio, television, or Obligated Event appearance as may be scheduled. Employee and the University will coordinate regarding Employee's

schedule so as to facilitate Employee's participation in radio, television, and other Obligated Events.

(iii) As additional consideration for the personal service fee payments provided for herein, Employee grants and assigns to the University and its successors and assigns (including its supporting foundations and any University-approved marketing contractor), the right to use Employee's name, biographical material, likeness, recorded voice, statements, drawing, picture, or any combination thereof, in connection with any non-endorsement activities and any media programs undertaken, produced, negotiated, or developed in any media at any time during the term of, and pursuant to section 4.04(d) of, this Contract.

(iv) Employee acknowledges and agrees that his failure or refusal to perform or participate in radio, television, or media programs or in non-endorsement activities, including Obligated Events, may constitute a material breach of this Contract, unless subject to the exception set out above in subparagraph 4.04(d)(5)(ii). The University acknowledges and agrees that there shall be no material breach of this sub-section unless and until the University has provided written notice of such failure or refusal and, after a fourteen (14) day period subsequent to such notice, the Employee without legal cause, continues to refuse to perform or participate in such programs or activities.

(e) Employee agrees to be bound by any endorsement contracts between the University, athletic department, its supporting foundations, and University-approved marketing contractor, and any manufacturer, seller, or vendor of athletically-related shoes, equipment, apparel and any other athletically-related products and agrees to be bound by any contracts between the University, athletic department, its supporting foundations, and University-approved marketing

contractor, any manufacturer, seller, or vendor of soft drinks, bottled water, and isotonic beverages. University acknowledges and agrees that Employee shall not be required to personally endorse or promote in a commercial manner the use or purchase of any product or service that is the subject of any such existing contract. In connection with any existing shoe contract, Employee agrees to cooperate with the University by preventing the unnecessary spitting of athletic shoes worn by student-athletes during competition.

- (f) During the term of this Contract, Employee shall not directly or indirectly (through business enterprises or foundations owned or controlled by Employee or his family) authorize, permit, or grant to any third parties the use of Employee's name, likeness, or image, or render personal services, in connection with the advertising, promotion, sponsorship, marketing, or endorsement of any product, business, service, or other commercial activity without the prior written consent of the University. Employee agrees to notify the University of any substantive inquiry by a third party regarding Employee's availability for or participation in any endorsement or commercial activity. Employee acknowledges and understands that his failure or refusal to comply with the terms of this sub-section may constitute a material breach of this Contract, unless such failure or refusal is unintentional and incidental.
- (g) Employee agrees that Employee shall have no right, title, or interest of any kind or nature whatsoever, including copyright, in or to any of the materials, works, or results of the media programs or non-endorsement activities or in any component part thereof that were (or was) undertaken, produced, negotiated, created, or developed by the University, athletic department, its supporting foundations, or by a University-approved marketing contractor, pursuant to the exercise of the rights granted hereunder, and the parties hereto agree that all such works shall be works made for hire for purposes of the U.S. Copyright Act. To the extent that any such works are not works made for hire, Employee hereby assigns, conveys, and transfers to the University any and all rights of copyright therein or thereto and agrees to execute and deliver to the University such instruments reasonably requested by the University in connection therewith. Employee agrees that the

University, athletic department, its supporting foundations, and any University-approved marketing contractor shall have the full and complete right to use, distribute, broadcast, reproduce, rebroadcast, telecast, reprint, post to the Internet, copyright, exhibit, and display any such media programs and non-commercial activities in any manner or fashion in any country or countries. Employee further agrees that the University, athletic department, its supporting foundations, or the University-approved marketing contractor, shall be entitled to retain all revenues, from all media programs and non-commercial activities that are broadcast, undertaken, produced, negotiated, created, or developed by the University, athletic department, its supporting foundations, or by a University-approved marketing contractor.

- (h) Employee hereby warrants that Employee is free from existing personal service, marketing, promotion, or endorsement contracts, or other similar contractual obligations, including without limitation, those which would prevent him from performing or honoring all of Employee's obligations hereunder with regard to the media programs and non-endorsement activities, or those which would otherwise interfere, directly or indirectly, with existing endorsement contracts between the University, athletic department, its supporting foundations, and any University-approved marketing contractor, manufacturers, sellers, and vendors for shoes, equipment, apparel, and other athletically-related products, and for soft drinks, bottled water, and isotonic beverages and to grant all rights specified herein without violating the legal or equitable rights of anyone. Employee agrees to indemnify and hold harmless the University, its supporting foundations, and the University-approved marketing contractor against any cost, liability, and expense (including without limitation, reasonable attorneys' fees) incurred by either or both as a result of breach of this warranty by Employee.
- (i) Employee agrees that Employee shall have no claim for defamation, breach of contract, violation of rights of privacy or publicity, or otherwise against the University, its supporting foundations, the University-approved marketing contractor, or anyone by reason of the use of Employee's name, likeness, or image, in the exercise of the rights granted hereunder, or by reason of any

blurring, distortion, alteration, optical illusion, or use thereof in composite form, whether or not intentional, that may occur in the exercise of any of the rights granted hereunder. Employee further agrees at all times to indemnify and hold harmless the University, its supporting foundations, and the University-approved marketing contractor, and their respective trustees, officers, and employees, Internet websites, the networks and/or stations over which the media programs and non-commercial activities may be published, broadcast or telecast, and any periodical or publication in which photographs or any special print feature in which Employee renders services may be used, and any other licensees, agents, servants, officers, directors, and/or employees of and from any and all damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from: (1) any breach by Employee of a warranty or agreement made in this subsection; (2) any acts done or words spoken by Employee (other than those furnished either by the University, its supporting foundations, or by the University-approved marketing contractor or its sponsors) in connection with the production, rehearsal, broadcast, or telecast of the media programs or non-commercial activities; or (3) any acts done or statements made by Employee which in the University's reasonable opinion might tend to subject the University, its supporting foundations, the University-approved marketing contractor or any of its sponsors to any ridicule, contempt, or scandal.

4.05 (a) Sports Camps. It is agreed that the University shall have the exclusive right to operate football camps and clinics for young people during the off-season. Employee agrees to cooperate with the University in the promotion and marketing of such camps and clinics, including the use of Employee's Likeness, and to participate and take an active role in the conduct of such camps or clinics. Each Contract Year for Employee's promotion and participation in the football camps, the University agrees to pay Employee within thirty (30) days after the conclusion of the last camp session an amount determined by the Athletics Director based upon the net income generated by the football camps and the number of campers that attend each football camp session. Employee agrees to encourage the football assistant coaches to participate in the football camps. The University and Employee agree to negotiate in good faith a mutually

acceptable arrangement for the services of Employee's assistant coaches for their services in the promotion, marketing, and conduct of such camps.

(b) Complimentary Tickets and Skybox. While Employee is employed as the University's Head Football Coach, the University will make available to Employee for Employee's personal use at home football games a fifteen (15) seat skybox located in the north end zone of Bryant-Denny Stadium, as well as on a complimentary basis the tickets for seating in that skybox, and the seven (7) additional standup tickets associated with said skybox. The University will select the location of this skybox. Employee will comply with the University's skybox usage guidelines, as applicable. In addition to the Skybox tickets, Employee shall be eligible to receive twelve (12) tickets per home football game for general admission at Bryant-Denny Stadium; and annually, at the Athletic Director's discretion, Employee may receive complimentary tickets to other University athletic events in accordance with Athletics Department policy, as the same may be amended from time to time.

(c) Use of University Trademarks. Employee may neither utilize nor authorize third parties to utilize the University's trademarks or logos in connection with any outside activities permitted by this Contract without the express written permission of the Director of Athletics and the University's Licensing Director. A third party desiring to use the University's trademarks must obtain a license from the University's Licensing Program. In the event Employee, or any entity owned in whole or in part by Employee, receives permission to use the University's trademarks, such permission shall be non-exclusive and non-transferable, and such permission shall expire automatically upon Employee's resignation or termination of this Contract. Employee shall use the University's trademarks and logos only in a manner that will not cause ridicule or embarrassment to the University or be offensive to standards of good taste as reasonably determined by the University. Employee agrees that all logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, including all copyright and other intellectual property rights therein, which relate to the University, including any of its athletics programs, or which would compete with the University's registered trademarks that are developed or created by Employee or by others at Employee's direction shall be owned by the University. Employee agrees to execute and deliver to the University such instruments as the University may reasonably request in connection therewith. Employee shall be governed by the patent policy set forth in University regulation and policies.

(d) Athletically-Related Income Reporting.

(1) On or before February 1st of each year or by such other date established by the President, Employee shall submit to the President for approval through the Director of Athletics a written request to receive during the calendar year athletically-related income and benefits from sources outside the University which lists the sources and estimated income amounts and shall prepare and deliver an accurate, detailed written statement of all athletically-related income and benefits received by Employee from sources outside the University during the prior calendar year. Such request may be amended from time to time subsequent to February 1st if additional information becomes known.

(2) For the purposes of this subsection (g), sources of outside income and benefits include, without limitation, income from speaking engagements, public appearances, Internet web sites, annuities, private sports camps or clinics, housing benefits, country club memberships, complimentary ticket sales, personal services contracts, television and radio programs, books and other publications, and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or sellers. Employee agrees that the University shall have reasonable access, upon advance written notice and at a mutually agreed upon time, to such records of Employee and his businesses as are necessary to verify such report. Nothing in this subsection (g) shall allow Employee to receive income otherwise prohibited by the Contract or otherwise the property of the University.

(e) Country Club Membership. The University will provide or make arrangement for Employee's use of membership privileges at a mutually agreed upon golf or country club which is located within Tuscaloosa County, Alabama. The University shall pay the monthly membership dues. Employee shall be responsible for payment of all personal expenses and costs associated with the use of such membership, such as food and beverage charges.

(f) Athletic Apparel. From time to time the University may, but shall not be required to, provide to Employee for personal use athletic shoes and apparel in such amounts as may be determined by the Athletic Director.

(g) [this section omitted]

(h) Moving Expenses. The University agrees to pay for or to reimburse Employee for the actual and necessary moving expenses incurred by Employee in

moving Employee's household goods and individual personal effects, but excluding the cost of moving or transporting pets or animals, from Employee's current residence to the Tuscaloosa area. Unless expressly authorized by the Director of Athletics, the University will not pay or reimburse Employee for the costs of storing Employee's household goods and individual personal effects in excess of fourteen (14) days. Unless otherwise agreed, Employee shall use the University's designated moving company.

(i) Relocation Expenses. The University will pay for reasonable temporary housing expenses for Employee and Employee's immediate family at a location selected by the University until the earlier of Employee's purchase or lease of a permanent residence, or ninety (90) days.

(j) Airplane Use. As additional compensation to Employee as Head Coach, during each Contract Year upon reasonable advance notice the University shall furnish or otherwise make available to Employee a non-commercial airline airplane for Employee's personal, non-business travel for a maximum of twenty-five (25) hours of flight time. Flight time, for purposes of the 25 hour maximum, shall not include return trips without Employee, members of Employee's family, or guests aboard the aircraft in conjunction with Employee's use of the aircraft for personal, non-business travel. Flight time not used in a Contract Year may not be carried over for use in the next Contract Year.

Article V - Termination

5.01 (a) Termination for Death or Disability. This Contract shall terminate automatically upon the death of Employee. If this Contract terminates because of Employee's death, Employee's annual base salary and all other forms of compensation, perquisites, and benefits shall terminate as of the calendar month in which death occurs, except that Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force, or hereafter adopted by the University and due to Employee thereunder.

If Employee becomes sick or injured so he is limited from performing the essential and substantial duties of the position of Head Coach, then Employee may become entitled to long term disability benefits under the University's long term disability benefit program. Upon the date of Employee's approval for long term disability payments as provided for in the University's long term disability benefit program, this Contract shall terminate and all compensation, perquisites, and benefits provided by the University under this Contract, including Article IV hereof, shall cease, except for

payment of such long term disability benefits which Employee is entitled to receive pursuant to the University's long term disability benefit program.

If Employee becomes sick or injured so he is limited from performing the essential and substantial duties of the position of Head Coach, but Employee is denied long term disability insurance benefits under the University's long term disability benefit program, then in such event this Contract shall terminate on the date such long term disability benefits are denied and all compensation, perquisites, and benefits provided for in Article IV and other provisions of the Contract shall cease; but Employee shall receive from the University monthly disability payments in an amount equal to one-twelfth (1/12) of sixty-six and two-thirds (66 2/3%) percent of Employee's current annual base salary which shall be paid on the last day of each month for a period of one (1) year from the Contract termination date, at the end of which time such disability payments shall cease.

(b) Termination for Cause. The University shall have the right to terminate this Contract for cause prior to its expiration, and such right of termination shall exist notwithstanding any rights available to University under Section 5.01(d) hereof, and in addition to the examples listed in the University's Staff Handbook, the term "for cause" shall include, without limitation, any one or more of the following:

(1) Neglect or inattention by Employee of the standards, duties, or responsibilities expected of University employees, including those assigned to or required of Employee by Article II of this Contract, after written notice thereof has been given to Employee by the Director of Athletics, and Employee has continued such neglect or inattention during a subsequent period of not less than thirty (30) days; or

(2) Material, intentional, or reckless breach or violation by Employee of this Contract, including without limitation, Article II hereof or Governing Athletic Rules or University Rules; or

(3) Conviction of Employee of any criminal violation (excluding minor traffic offenses or non-criminal offenses); or

(4) Fraud or dishonesty of Employee in the performance of Employee's duties or responsibilities hereunder; or

(5) (a) Repeated failure by Employee, following a specific request, to respond promptly, accurately, and fully to any reasonable request or inquiry by the University relating to Employee's performance of Employee's duties and responsibilities hereunder; or (b) Failure by Employee, following a specific

request, to respond promptly, accurately, and fully to any reasonable request or inquiry concerning compliance with Governing Athletic Rules, University Rules, or law; or

(6) Actively engaging in any conduct or committing any act that brings Employee and/or the University into public disrepute, contempt, embarrassment, scandal, or ridicule and that negatively impacts the reputation or the high moral or ethical standards of the University of Alabama; or

(7) (a) Conduct of Employee constituting a major violation, or a pattern of conduct which may constitute or lead to a major violation, of any NCAA or other Governing Athletic Rule or University interpretation thereof, which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletics program, including any violation which results or could result in the University being placed on probation by the NCAA or SEC; or (b) conduct by members of Employee's coaching or football staff or others under his supervision or subject to his control or authority, constituting a major violation, or a pattern of conduct which may constitute or lead to a major violation, of any NCAA or other Governing Athletic Rule or University interpretation thereof of which Employee had knowledge and failed to act reasonably to prevent, limit or mitigate, which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletics program, including any violation which results or could result in the University being placed on probation by the NCAA or SEC; or

(8) [omit]

(9) Failure by Employee to report immediately to the Director of Athletics and Associate Athletic Director for Compliance any violations of NCAA or other Governing Athletic Rules or University Rules by Employee or by members of Employee's coaching or football staff, student-athletes, or other

persons under Employee's control or authority that become known to Employee;
or

(10) Failure by Employee to engage in Non-Commercial Endorsement Activities as required by the Contract, or failure by Employee to participate in the Radio, TV, and Media Programs as required by the Contract, or participation by the Employee in any Non-UA Commercial Activities without prior, written approval of the University; or

(11) Non-incidental fraud or dishonesty of Employee in the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept, or maintained by the University Rules, Governing Athletic Rules, or law, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or condoning such fraudulent or dishonest acts by any assistant coaches, student-athletes, or other persons under Employee's control or authority; or

(12) Counseling or instructing by Employee of any coach, football staff member, student-athlete, student, or other person under Employee's control or authority to fail or refuse to respond accurately and fully within a reasonable time to any reasonable inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletic programs of the University or other institution of higher education, or which shall be required by law, Governing Athletic Rules, or University Rules; or

(13) Soliciting, placing, or accepting by Employee of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any member of Employee's coaching staff, any student-athlete, or any other person; or

(14) Furnishing by Employee of information or data relating in any manner to football or any other sport or to any student-athlete to any individual known to Employee to be or whom Employee should reasonably know to be a

gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Employee with such persons; or

(15) Use or consumption by Employee of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such a degree and for such appreciable period as to impair significantly or materially Employee's ability to perform Employee's duties and responsibilities hereunder; or

(16) (a) Sale, use, or possession by Employee of any narcotics, drugs, or controlled substances, steroids, or other chemicals, the sale, use, or possession of which by any person is prohibited by law, University Rules or Governing Athletic Rules; or

(b) Permitting, encouraging, or condoning, either through intentional, reckless, wanton, or negligent action, by Employee of the sale, use, or possession by any coach or student-athlete of any narcotics, drugs, controlled substances, steroids, or other chemicals, the sale, use, or possession of which by any person is prohibited by law, by University Rules, or by Governing Athletic Rules.

In the event this Contract is terminated for cause in accordance with the provisions of Section 5.01(b) hereof, then, effective as of the termination date, Employee shall not be entitled to receive any further payments of base salary, talent fee, or any other sum, compensation, perquisite, or benefit otherwise payable under Article IV hereof, except Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law, and subject to any deductions permitted by Section 5.01(j), Employee will be paid any earned outstanding, payments owed by the University as of the effective termination date pursuant to the terms of this Contract.

(c) Determination of Cause and Employee's Right to Hearing. Except in those extraordinary circumstances in which a pre-termination hearing would result in damage to the University, be detrimental to the University's interests or would result in injury to Employee, to another employee or student of the University, or to the general public, "for cause" sufficient to satisfy the provisions of Section 5.01(b) hereof shall be determined by the President or the President's designee at the pre-termination hearing held for such purpose after fourteen (14) days' prior written notice to Employee, which notice shall include a statement of the charges against Employee. The hearing shall consist of an explanation of the University's evidence and an opportunity for Employee

to present Employee's side of the story and shall include the right to have an attorney present to advise Employee, but not to actively participate in the proceedings. The decision of the President or the President's designee at such hearing shall be final.

(d) Termination Without Cause. Unless the Contract is terminated pursuant to Section 5.01(a) or Section 5.01(b), the University shall have the right at any time to terminate this Contract without cause and for its convenience prior to its expiration. Termination by the University without cause shall be effectuated by delivering to the Employee written notice of the University's intent to terminate this Contract without cause, which notice shall be effective upon the earlier of the date for termination specified in the notice or fourteen (14) days after receipt of such notice by the Employee. If the University exercises its rights under this Section 5.01(d) to terminate this Contract without cause, the Employee shall be entitled to damages only as provided for in Section 5.01(e) below, and Employee shall not be entitled to receive any further payments of base salary, talent fee, or any other sum, compensation, perquisite, or benefit otherwise payable under this Contract, except Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law and subject to any deductions permitted by Section 5.01(j), Employee will be paid any earned outstanding, payments owed by the University as of the effective termination date pursuant to the terms of this Contract. The parties agree that if this Contract is terminated without cause, then Employee shall not be entitled to any hearing.

(e) Liquidated Damages. If the University terminates this Contract without cause prior to its expiration as permitted by Section 5.01(d) hereof, the University shall pay, and Employee agrees to accept as liquidated damages, an amount equal to the sum of annual base salary and talent fees for each month remaining on the term of the Contract calculated from the first full month immediately following the effective date of termination without cause (the "Liquidated Damages"). The Liquidated Damages shall be paid to Employee over a period of time equal to twice the number of full months remaining on the Contract term (the "Payment Period") in monthly installments commencing on the last day of the month immediately following the month in which the termination date occurs and continuing on the last day of each succeeding month thereafter during the Payment Period. The monthly Liquidated Damages payments by the University shall be subject to an offset and reduction on a monthly basis as specified in Section 5.01(h) hereof.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Contract by the University without cause prior to its expiration may cause the Employee to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Employee's employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such Liquidated Damages by the University and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for the damages and injuries suffered by the Employee because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty.

(f) Waiver of Claims. In any instance of suspension of Employee pursuant to Section 5.01(g) or the termination of the Contract pursuant to Sections 5.01(a), 5.01(b), 5.01(d), or 5.01(i), except as provided for herein, the University shall have no liability whatsoever to Employee, nor shall Employee be entitled to receive, and Employee hereby waives any claim that Employee or Employee's personal representatives may have against the University or the University's trustees, officers, employees, or agents, for any direct or consequential damages by reason of any alleged economic loss, including, but without limitation, loss of collateral income, talent fees, earning capacity, business opportunities, incentive and supplemental income, benefits, or perquisites, including those described in Sections 4.02 and 4.03 hereof, or Commercial Activities income or fees or by reason of alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Employee acknowledges that in the event of the termination of this Contract for cause, without cause, or otherwise, Employee shall have no right to occupy the position of head football coach and Employee's sole remedies are provided for herein and shall not extend to injunctive relief.

(g) Suspension for Cause. In lieu of termination for cause, for any one or more of the acts or omissions representing grounds for termination for cause under Section 5.01(b), the University may suspend Employee for a period not to exceed ninety (90) days with full pay or without pay. If the matter giving rise to a suspension without pay is finally resolved completely in favor of Employee, and does not otherwise represent an independent basis for termination hereunder for cause, University shall pay to Employee the amount that otherwise would have been paid to Employee during the

period of suspension. Suspension under this Section 5.01(g) shall not limit or prevent the right of the University to act pursuant to Sections 5.01(b) or 5.01(d) during or subsequent to such suspension.

(h) Offset Against Liquidated Damages. It is agreed that the Liquidated Damages paid by the University pursuant to Section 5.01(e) hereof shall be offset and reduced on a monthly basis by the gross compensation earned by Employee personally or through business entities owned or controlled by Employee from employment as a head or assistant coach or as an administrator either at a college or university or with a professional sports organization (collectively referred to hereafter as a "Coaching Position.") For purposes of this subsection, "gross compensation" shall mean, without limitation, gross income from base salary or wages, talent fees, or other types of compensation paid to Employee by an employer, including by a business entity owned or controlled by Employee, consulting fees, honoraria, fees received by Employee as an independent contractor, or other income of any kind whatsoever from a Coaching Position. While the University's obligation to pay Liquidated Damages remains in effect, within fourteen (14) days after accepting any employment in a Coaching Position and within fourteen (14) days after the end of each month thereafter, Employee shall furnish to the University an accounting or report of all gross compensation received by Employee during the immediately preceding month from the Coaching Position. The University shall reduce the amount of the monthly Liquidated Damages payments due and payable to Employee based upon the gross compensation for the immediate previous month as reflected in the Coaching Position gross compensation report. If Employee fails or refuses either to notify the University of Employee's employment in a Coaching Position or to furnish the monthly Coaching Position gross compensation reports after receiving a formal, written request to do so from the University, then, after giving Employee fourteen (14) days' written notice, the University's obligation to continue paying Liquidated Damages to Employee shall cease.

(i) Termination Without Cause By Employee.

(1) Employee may terminate this Contract without cause by giving the University (i) five (5) days' prior written notice of the effective date of Employee's termination of his employment with the University, during the 30 day period immediately following the football team's last regular season match up; or (ii) 30 days notice at any other time. Either of said time frames may be waived in writing by the University. If Employee terminates this Contract

without cause, then, upon the effective date of termination, Employee shall not be entitled to receive any further compensation, perquisites, or benefits described in Article IV or in any other provision of this Contract.

(2) For a period of one (1) year after Employee's termination of this Contract without cause, Employee shall not contact or otherwise seek to recruit any high school junior or senior or rising junior college athlete that has been contacted or recruited by the University, unless such athlete had been recruited or contacted by any new institution employing Employee prior to the notice of termination by Employee to the University.

(3) Employee's obligation under Section 5.01(i)(2) with regard to recruiting shall survive the termination of this Contract and shall continue in full force and effect for all purposes notwithstanding Employee's termination of this Contract without cause.

(j) Deduction of Amounts Owed to University. Upon the expiration or earlier termination of this Contract for any reason whatsoever, Employee agrees that the University shall be entitled and authorized to withhold and deduct from any final payment of any kind that is owed to Employee by the University the amount of any unreturned recruiting advances, or other funds previously advanced to Employee by the University or a University Supporting Foundation for Employee's business use, or the amount of any other indebtedness owed to the University by Employee.

(k) Employee acknowledges that, during the term of employment by the University, Employee will gain "Confidential Information," as defined herein, concerning the University's athletic program and that the use of this "Confidential Information" by a competitor Division I-Football Bowl Subdivision institution would place the University's athletic program at a serious competitive disadvantage. Accordingly, Employee expressly promises and agrees not to share any "Confidential Information," with any other Division I-Football Bowl Subdivision school in any capacity prior to the date on which the term of this Contract would have expired. Employee further agrees that, because Employee's services under this Contract are of a special, unique, unusual, extraordinary and intellectual character which gives those services special value, the loss to the University of which cannot be reasonably or adequately compensated in damages in a action at law, and because said breach would place the University at significant competitive disadvantage, the University shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree

enjoining Employee from sharing any "Confidential Information" with any Division I football bowl subdivision school. For the purposes of this clause, "Confidential Information" means information disclosed to, acquired or learned by Employee as a consequence of his employment by the University. "Confidential Information" includes, without limitation, information which is generally treated by the University as confidential; information generally treated by other Division I-Football Bowl Subdivision, competing institutions as confidential; information generally not known by other Division I-Football Bowl Subdivision, competing programs about the business of the University or the University's football program; all information of the foregoing type relating to any recruits, players, employees, officers, or supporters, of the University; and all physical or electronic embodiments of any of the foregoing. "Confidential Information" also includes, without limitation, the whole or any part or phase of any information process, procedure, plan, equipment, mechanism, technique, method or system, if any, which is used by the University, or those of its employees to whom it has been confided, and which is believed or intended to give the University any advantage over competitors who do not know or use it.

Article VI - Prospective Employment

6.01 During the term hereof should Employee become interested in employment with another college or university or with a professional football organization or should another college or university or professional football organization directly or indirectly contact Employee about possible employment, then prior to Employee, either directly or indirectly through an agent or otherwise, contacting the college, university, or professional football organization, Employee must first notify the Director of Athletics of such interest or contact, and the Director of Athletics' permission for Employee to make such a contact shall not be unreasonably withheld.

Article VII - Academics

7.01 It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons because the University believes the student-athlete would not be an appropriate representative of this University, as a disciplinary sanction under the University's student code of conduct, because the University believes that the student-athlete is ineligible according to University Rules or Governing Athletic Rules, or for similar reasons. In no event shall such an action by the University be deemed a breach of this Contract.

Article VIII - Miscellaneous

8.01 The parties hereby confirm their understanding that Employee's employment as Head Coach is a non-tenure track position and will not lead to tenure.

8.02 This Contract may be amended at any time only by a written instrument duly signed by the University through its designated representative and by Employee.

8.03 This Contract shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of laws principles. Any claim for damages against the University under the terms and condition of this Contract must be pursued through the Alabama State Board of Adjustment.

8.04 Employee's rights and interests under this Contract may not be assigned, pledged, or encumbered by Employee.

8.05 This Contract constitutes the full and complete understanding and agreement of the parties with respect to the employment of Employee by the University and supersedes all prior understandings and agreements, oral or written, regarding Employee's employment by the University.

8.06 No waiver by the parties hereto of any default or breach of any covenant, term, or condition of this Contract shall be deemed to be a waiver of any other default or breach of the same or of any other covenant, term, or condition contained therein.

8.07 Employee acknowledges that Employee has read and understands the foregoing provisions of this Contract and that such provisions are reasonable and enforceable, and Employee agrees to abide by this Contract and the terms and conditions set forth herein.

8.08 It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.

8.09 All notices, requests, demands, and other communications hereunder may be given by telephone, unless specified otherwise, which shall be effective when received verbally or may be in writing (including, but not limited to, facsimile/telecopied communications) and shall be given by (1) personal delivery, (2) delivery via expedited delivery or mail service such as Federal Express, (3) United States mail, with first class postage prepaid, or (4) facsimile/telecopier. Notices shall be deemed to have been given either when hand delivered to the addressee or on the earlier of the day actually received or on the close of business on the 5th business day following the day when deposited in the United States mail, first class postage prepaid, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

If to Employee:

Coach Nick L. Saban
Athletics Department
The University of Alabama
Box 870323
Tuscaloosa, AL 35487-0323

If to the University:

Mr. Mal Moore
Director of Athletics
The University of Alabama
Box 870323
Tuscaloosa, AL 35487-0323

With copies to:

Mr. James Sexton
Athletic Resource Management
1100 Ridgeway Loop Road, Suite 500
Memphis, TN 38120

8.10 All materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, videos, statistics, or any other materials or data, furnished to Employee by the University or developed by the Employee at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. Upon the expiration or earlier termination of this Contract, Employee shall deliver to the University any such materials as well as all loaned vehicles and all University-owned equipment, keys, credit cards, cellular telephones, pagers, laptop computers, and other property in Employee's possession or control. Employee shall further return to the University any advanced recruiting funds or other similar funds previously advanced to Employee by the University or a University Supporting Foundation for Employee's business use.

8.11 The invalidity or unenforceability of any provision of this Contract has no effect on the validity or enforceability of any other provisions. It is the desire of the parties hereto that a court judicially revise any unenforceable provisions to the extent required to make them enforceable.

8.12 The section and paragraph headings contained in this Contract are for reference purposes only and will not affect in any way the meaning or interpretation of this Contract.

8.13 The parties agree that the effective date of this Contract is January 4, 2007, even if the Contract's execution date is subsequent thereto.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Contract, or caused this Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, a public corp.

Donna Magles
Witness

By Robert E. Witt
Robert E. Witt, President
The University of Alabama
Date 6-15-07

Blanca Edwards
Witness

Nick L. Saban
Nick L. Saban
Date 6-13-07

APPROVED:

W. M. Moore
Director of Athletics

**AMENDMENT TO
HEAD COACH EMPLOYMENT CONTRACT**

This Amendment is made as of the date of last signature below, pursuant to section 8.02 of the Head Coach Employment Contract entered into on or about June 15, 2007, ("Contract"), by and between the Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

Paragraph 4.05(a) of the Contract is stricken in its entirety and replaced with the following:

4.05(a) Sports Camps. Subject to any superseding requirements of Governing Athletic Rules, it is agreed that the Employee shall have the option to operate and manage football camps and clinics for young people during the off-season ("Camps"). Such Camps are currently operated by the University. However, Employee may notify the University no later than January 31, 2008, that Employee wishes to begin operation and management of such Camps, beginning summer 2008 and thereafter; or Employee may notify the University no later than October 1, 2008, that Employee wishes to begin operation and management of such Camps, beginning summer 2009 and thereafter. University permission for the Employee to begin operation and management of Camps, pursuant to this section, shall not be unreasonably withheld or delayed. All such Camps, whether operated by the University or Employee, shall be operated, managed, and accounted for, pursuant to Governing Athletic Rules and University Rules. In the event that Employee elects for the University to continue operation and management of the Camps, the additional provisions of subsection (i) herein shall apply. In the event that Employee elects to begin operation and management of the Camps, the additional provisions of subsection (ii) herein shall apply.

(i) University Operation of Camps. In the event that the Employee elects for the University to continue to operate and manage the Camps, then the following additional provisions shall apply. Employee agrees to cooperate with the University in the promotion and marketing of such Camps, including the use of Employee's name, likeness, and image, and to participate and take an active role in the conduct of such Camps. Each Contract Year for Employee's promotion and participation in the Camps, the University agrees to pay Employee within thirty (30) days after the conclusion of the last Camp session an amount determined by the Athletics Director based upon the net income generated by the Camps and the number of Campers that attend each session. Employee agrees to encourage the football assistant coaches to participate in the Camps. The University and Employee agree to negotiate in good faith a mutually acceptable arrangement for the compensation of Employee's assistant coaches and football staff for their services in the promotion, marketing, and conduct of such Camps.

(ii) Employee Operation of Camps. In the event that the Employee elects to operate and manage the Camps pursuant to this section 4.05(a), then the following additional provisions shall apply. Employee, acting as an individual or as a private legal entity and at Employee's sole cost and expense, may offer private Camps using University facilities for two weeks each summer after first receiving written approval by the Director of Athletics or his/her designee which approval will not be unreasonably withheld or delayed, and at such other times as may be mutually agreed upon provided such other times do not conflict with University functions or events. It is understood that Employee and any other University employees involved will use leave time when preparing for and conducting a Camp. University athletic facilities, equipment, and resources may be used according to the terms and conditions of a separate facility use agreement. Non-athletic University facilities, equipment, and resources, such as residence hall space and meal plans, may be used according to the terms and conditions of a separate facility use agreement with the appropriate University department, such as Housing and Residential Communities or the dining contractor. Employee shall be responsible for obtaining permission to use such facilities, equipment, and resources, and shall be responsible for negotiating and paying the costs thereof. All such facility use agreements must be in writing and signed by both the University and Employee before commencement of any Camps, and will include terms requiring the Employee operated Camp to indemnify the University, its officers, employees, and agents, and will require Employee to obtain adequate insurance naming the University, its officers, employees, and agents, as additional insureds. With prior written approval of University's Licensing Director, Employee shall have permission to use the University's trademarks and insignia in connection with Employee's Camps. Any and all sponsorship of such Camps shall be done in accordance with the Employee's obligations pursuant to section 4.04 of the Contract, and require prior, written approval of the University. In further explanation, but not limitation thereof, the Camps will not accept services, products, or benefits from vendors, business entities, or commercial enterprises which provide substantially the same type of service, product, or benefit, as vendors, business entities, or commercial enterprises with which the University, athletic department, its supporting foundations, or an approved marketing contractor has a current or existing contract, or with which one of the same is actively negotiating such an agreement. Further, the Camp will be bound by any endorsement contracts between the University, athletic department, its supporting foundations, and University approved marketing contractor, and any manufacturer, seller or vendor of athletically related shoes, equipment, apparel, other athletically-related products, soft drinks, bottled water, or isotonic beverages.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract, or caused this Amendment to the Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, a public corp.

Witness

By Robert E. Witt
Robert E. Witt, President
The University of Alabama

Date _____

Witness

Nick L. Saban
Nick L. Saban

Date _____

APPROVED:

Mal Moore
Director of Athletics

**AMENDMENT #2 TO
HEAD COACH EMPLOYMENT CONTRACT**

This Amendment #2 is made as of the date of last signature below, pursuant to section 8.02 of the Head Coach Employment Contract effective January 4, 2007, as previously amended by Amendment #1 ("Contract"), by and between the Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

1. Extension of Term. Section 3.01 of the Contract is amended by extending the term of the Contract to January 31, 2018, subject to earlier termination in accordance with the provisions of Article V thereof.

2. Base Salary and Talent Fee for Additional Years. Employee shall receive his then-current compensation during the additional years added to the Contract. Accordingly, sections 4.01 and 4.04(d)(5)(ii) of the Contract are amended to provide the following additional amounts in Base Salary and Talent Fee while Employee serves as Head Football Coach, subject to adjustment according to the provisions of §3 of this Amendment #2:

<u>Contract Year</u>	<u>Base Salary</u>	<u>Talent Fee</u>
2015 (February 1, 2015 to January 31, 2016):	\$245,000	\$3,955,000
2016 (February 1, 2016 to January 31, 2017):	\$245,000	\$3,955,000
2017 (February 1, 2017 to January 31, 2018):	\$245,000	\$3,955,000

3. Market Rate Review. Commencing February 1, 2015 (and each February 1 thereafter through the end of the contract, as amended), the parties will meet for so long as necessary to determine the marketplace trends regarding head football coach compensation at Southeastern Conference (SEC) and National Collegiate Athletic Association, Division I, bowl subdivision (NCAA) institutions. Should the Employee's "total guaranteed annual compensation" be less than that of the average of the "total guaranteed annual compensation" of the three highest paid SEC head football coaches; or less than that of the average of the "total guaranteed annual compensation" of the five highest paid NCAA head football coaches; then the University agrees to increase Employee's "total guaranteed annual compensation" to the higher of the two averages, at said times. No more than one adjustment shall occur annually. For purposes of this paragraph, "total guaranteed annual compensation" shall be defined as that terminology is generally understood and defined within the industry and may include base salary and talent fee and similar such payments as received by Employee and included in the calculation of Employee's "total guaranteed annual compensation," but shall not include bonuses or incentives earned, expense allowances, deferred compensation, longevity bonus payouts, in-kind compensation, or other compensation of any nature not generally understood to be a part of a head collegiate football coach's "total guaranteed annual compensation." It is the intent of the parties, for purposes of this paragraph, to compare Employee's "total guaranteed annual compensation" to similar amounts received by head football coaches at SEC and NCAA institutions. Therefore, the parties agree that, should any comparator's "total guaranteed annual compensation" include amounts, known by whatever name, that are similar in nature to amounts received by Employee, said amounts shall be included in the comparator's "total guaranteed annual compensation" for purposes of determining the averages, and Employee's "total

guaranteed annual compensation” for purposes of this comparison. Likewise, when amounts are to be excluded from Employee’s “total guaranteed annual compensation” for purposes of said comparison, similar amounts shall be excluded from any comparator’s “total guaranteed annual compensation,” regardless of the name by which said compensation is known. Both parties agree to confer and negotiate in good faith at said times towards an adjustment in the Base Salary and Talent Fee, if then deemed warranted based on the marketplace analysis, and to share information and appropriate documentation with the other party to substantiate its evidence of marketplace valuation. Valuations that are used for purposes of this Market Rate Review must be verifiable by public record or other documentation mutually acceptable to the parties and relied on in the industry. The good-faith failure or refusal of either party to agree to an adjustment or average proposed by the other party shall not constitute a breach of this contract.

4. Change in Liquidated Damages. The first sentence of Section 5.01(e) of the Contract is deleted in its entirety and replaced by the following:

If the University terminates this Contract without cause prior to its expiration as permitted by Section 5.01(d) hereof, the University shall pay, and Employee agrees to accept as liquidated damages, an amount equal the following definition. “Liquidated Damages” shall mean the following: (i) from the date of approval of this Amendment #2 until January 31, 2011, the amount of Liquidated Damages shall be the amount remaining as defined in the original contract, to wit, the Base Salary and Talent Fee for each month remaining through January 31, 2015; or (ii) from February 1, 2011 until January 31, 2014, the Liquidated Damages shall be the Base Salary and Talent Fee for the next forty-eight (48) months of the Contract, as extended by this Amendment #2; or (iii) from February 1, 2014 and thereafter, the Liquidated Damages shall be the Base Salary and Talent Fee for the remaining months of the Contract, as extended by this Amendment #2.

5. Contract Year Completion Benefit. If Employee is then employed as Head Football Coach of the University as of the dates set out below, Employee (or a corporate entity designated by the Employee) shall receive on that date the Contract Year Completion Benefit set out next to said dates:

January 15, 2012	\$1,600,000 (upon completion of 5 th year)
January 15, 2015	\$1,700,000 (upon completion of 8 th year)
January 15, 2018	\$1,700,000 (upon completion of 11 th year)

If Employee is no longer employed as the Head Football Coach at the University on the effective date for a payment set out above, Employee shall forfeit his rights to said payment and future payments. Provided, however, that if Employee is terminated without cause on or after January 16, 2015, but before January 15, 2018, then Employee shall receive on January 15, 2018, a pro rata portion of the third Contract Year Completion Benefit, calculated as a ratio of the number of months of service completed by Employee within said time period, divided by 36. Provided further, that until the final Contract Year Completion Benefit payment is made (or until the Employee is no longer employed as the Head Football Coach at the University, whichever event first occurs), the University agrees to secure on Employee’s behalf, and to promptly pay the premium on an annual basis, a term life insurance policy, which policy shall name a beneficiary of Employee’s choosing, and shall feature a death benefit equal to no more than the sum of any

unpaid Contract Year Completion Benefit amounts listed herein. Employee acknowledges, understands, and agrees that he shall be responsible for complying with any requirements (i.e. physical exam, etc) necessary to bind and secure such policy. Further, the parties agree that the University shall not be required to secure said insurance policy, should Employee not be insurable at standard or better rates by national insurance companies.

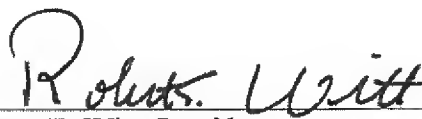
6. Effectiveness. The Contract, as hereby amended, is ratified and confirmed and shall remain unmodified and in full force and effect except as herein expressly amended. This Amendment #2 shall become effective on the date of the last signature below, and approval of the Board of Trustees' compensation committee.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the Contract, or caused this Amendment #2 to the Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA

Witness

By



Robert E. Witt, President

The University of Alabama

Date

9-9-09

Witness


Nick L. Saban

Date _____

APPROVED:


Director of Athletics

**AMENDMENT #3 TO
HEAD COACH EMPLOYMENT CONTRACT**

This Amendment #3 is made as of the date of last signature below, pursuant to section 8.02 of the Head Coach Employment Contract effective January 4, 2007, as previously amended by Amendments #1 and #2 ("Contract"), by and between the Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

1. Modification to Contract Year Completion Benefits. Paragraph 5 of Amendment #2 to the Contract is deleted in its entirety, and replaced by the following:

Contract Year Completion Benefit. Subject to the definitions and provisions set out below, if Employee is then employed as Head Football Coach of the University on an Accrual Date, Employee (or a corporate entity designated by the Employee) shall receive on the next succeeding Payment Date, the Benefit Amount set out next to said date as follows:

<u>Accrual Date</u>	<u>Payment Date</u>	<u>Benefit Amount</u>
April 15, 2010	April 15, 2010	\$533,333.33
September 1, 2010	February 15, 2011	\$533,333.33
September 1, 2011	February 15, 2012	\$533,333.33
September 1, 2012	February 15, 2013	\$566,666.67
September 1, 2013	February 15, 2014	\$566,666.67
September 1, 2014	February 15, 2015	\$566,666.67
September 1, 2015	February 15, 2016	\$566,666.67
September 1, 2016	February 15, 2017	\$566,666.67
September 1, 2017	February 15, 2018	\$566,666.67

Effect of Termination. In further clarification, but not limitation of the same, if Employee is no longer employed as the Head Football Coach at the University on an Accrual Date, Employee shall forfeit his rights to the next succeeding Benefit Amount and all future Benefit Amounts.

Termination After Accrual Date, But Before Next Payment Date. Provided, however, that if Employee is employed at a specified Accrual Date, but is terminated without cause by the University prior to the next succeeding Payment Date, Employee shall receive the Benefit Amount for that year (but no future Benefit Amounts); if the employment ceases for any reason other than termination without cause by the University, Employee forfeits the Benefit Amount for the next succeeding Payment Date and all future Benefit Amounts for future years, notwithstanding his employment as of the Accrual Date.

Insurance. Provided further, that until the final Contract Year Completion Benefit Amount payment is made (or until the Employee is no longer employed as the Head Football Coach at the University, whichever event first occurs), the University agrees to secure on Employee's behalf, and to promptly pay the premium on an annual basis, a

term life insurance policy, which policy shall name a beneficiary of Employee's choosing, and shall feature a death benefit equal to the sum of Benefit Amounts listed herein. Employee acknowledges, understands, and agrees that he shall be responsible for complying with any requirements (i.e. physical exam, etc) necessary to bind and secure such policy. Further, the parties agree that the University shall not be required to secure said insurance policy, should Employee not be insurable at standard or better rates by national insurance companies.

2. Effectiveness. The Contract, as hereby amended, is ratified and confirmed and shall remain unmodified and in full force and effect except as herein expressly amended. This Amendment #3 shall become effective on the date of the last signature below, and approval of the Board of Trustees' compensation committee.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Contract, or caused this Amendment #3 to the Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA

Witness

By Robert E. Witt
Robert E. Witt, President
The University of Alabama
Date _____

Witness

Nick L. Saban
Nick L. Saban
Date _____

APPROVED:

Director of Athletics